

American Antitrust Institute Legal Notices

Thank you for visiting antitrustinstitute.org, the website of the American Antitrust Institute (“AAI”), and/or fairfightfilm.org, the website of the AAI-affiliated film, “Fair Fight in the Marketplace.”

AAI is 501(c)(3) tax-exempt Washington, DC corporation dedicated to challenging abuses of concentrated economic power, increasing the role of competition, and assuring that competitive practices benefit consumers worldwide. Founded in 1998, AAI is an independent, non-profit organization aimed at research, education, and advocacy. These websites are intended as a resource for persons interested in antitrust issues and a means for promoting our centrist legal and economic ideology.

We have posted Terms and Conditions and a Privacy Policy related to your use of our main site, www.antitrustinstitute.org (“Main Site”), and the affiliated Fair Fight film site, www.fairfight.org (“Film Site”), linked to the main page (collectively, the AAI “Sites”). Please be aware that these legal notices refer solely to use of the Sites and do not encompass participation in conferences and other AAI activities.

We have posted these notices to comply with numerous laws and our organization’s internal guidelines, and to inform users of rights and responsibilities. After reviewing the materials below, should you have any questions about AAI or the “Fair Fight in the Marketplace” film please reach us at:

American Antitrust Institute, Inc.
Attn: Albert A. Foer, President
2919 Ellicott Street, NW, Suite 1000
Washington, DC 20008-1022
Phone: (202) 276-6002
Fax: (202) 966-8711
E-mail: aai@antitrustinstitute.org

TERMS AND CONDITIONS FOR USE OF AAI WEBSITES

The following Terms and Conditions shall govern the materials and services provided by AAI from <http://www.antitrustinstitute.org> (AAI's "Main Site") and <http://www.fairfightfilm.org> (the "Film Site") (collectively, the "Sites").

The terms "you" and "user" as used in this Agreement refer to all individuals and/or entities accessing the Sites for any reason.

By accessing and using the Sites, you acknowledge that you have read and understand these Terms and Conditions, and that you accept them and agree to be legally bound by them. You should not use the Sites if you have any objections to any of these Terms and Conditions.

AAI may revise these Terms and Conditions over time as new features are added to the Sites or as Internet law and standards evolve. We will post these changes prominently but we do recommend that you read these Terms and Conditions each time you visit.

1. Copyright and Permissions

Please feel free to browse the Sites. You may download, distribute, and share material from the Main Site, as well as create and reproduce abridged versions of material on the Main Site, provided that: (1) such abridgement does not change the meaning or purpose of the materials, (2) is used only for non-commercial purposes, and (3) retains, without alteration, all copyright, trademark, and other proprietary notes displayed on the materials posted on the Sites.

Please feel to print out personal copies and read contributions to AAI's "Working Papers Series," which is linked from the Main Site. However, you are not permitted to republish or otherwise commercially distribute this material without prior written permission from AAI and/or the Working Paper authors.

You may not distribute, transmit, copy, download, or otherwise make available material from the Film Site, including any text, image, audio, or video content, for public or commercial use without the prior written permission of AAI; you also may not license, create derivative works from, transfer, or sell material contained on either of the Sites without prior written permission.

Notwithstanding the foregoing, no permission is needed for you to copy, transmit, or distribute government-authored works made available through the Sites.

None of the material contained on the Sites (including all software, HTML code, and other code) may be reverse-engineered, disassembled, decompiled, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in

any form or by any means (electronic, mechanical, photo-reproduction, recordation, or otherwise), resold or redistributed without the prior written permission of AAI.

Except as otherwise noted, all content of the Sites is:

**Copyright © 2008 American Antitrust Institute, Inc.
All rights reserved.**

As an organization with a research, education, and advocacy mission, AAI's is generally inclined to share material from its Sites, and permission to use materials from the Sites will not be unfairly denied. However, AAI has a policy of terminating services to users who willfully and/or repeatedly infringe.

For further information regarding permission to use material, please contact us at aai@antitrustinstitute.org.

2. Trademarks/Service Marks

The trademarks/service marks and/or logos (collectively the "Marks") displayed on the Sites identify the products and services of AAI, and inform the public as to the source of those products and services. Your misuse of any Mark is strictly prohibited, including without limitation, your use of Marks in any of the following ways:

- In a manner likely to cause confusion;
- To identify your products or services;
- In, as, or part of your own trademarks or services marks;
- In a manner that implies inaccurately a sponsorship, endorsement, or other connection with your products, services or other activities; or
- In a manner that disparages or dilutes the Marks.

You agree not to display or otherwise inappropriately use the Marks without prior written permission from AAI. Please make such requests by email to aai@antitrustinstitute.org. We will evaluate your request and respond as soon as possible.

3. Fair Use & Proper Attribution of Marks

You may make fair use of the Marks in news, advertising and promotional materials, and in referring to our products and services (for example, in a newspaper article) without our permission, provided you follow standard trademark usage practices and provide proper attribution. Any other uses require prior written permission from AAI. Please make such requests by e-mail to aai@antitrustinstitute.org. We will evaluate your request and respond as soon as possible.

4. Privacy

Our Privacy Policy is a part of our web Terms and Conditions which are binding on all users of the Sites. The policy of AAI is to respect and protect the privacy of our users. AAI aspires to build users' trust and confidence in the Internet by promoting fair information practices. To fulfill this mission, AAI agrees to exercise reasonable precautions to maintain the confidentiality of information provided by you in connection with accessing and using the Sites. Because we gather certain types of personally identifiable information ("Personal Information") from users of our website, we feel you should know how we collect, use, disclose, manage, and store the Personal Information that you may voluntarily provide us and the Personal Information that is collected passively through use of cookies or image tags on our website. AAI agrees to post prominently and in plain language its specific privacy policies. This Privacy Policy sets forth AAI's current policies and practices with respect to nonpublic personal information of the users of the Sites.

For our full Privacy Statement, see our Privacy Policy. *[add link here]*

5. Disclaimers

The Sites present information and resources provided by AAI and are not intended as legal or similar professional advice. Nothing contained in the Sites is or should be considered as a substitute for advice from an attorney, government official, or other antitrust professional. Although we welcome your calls, letters and e-mails, please keep in mind that merely contacting AAI will not establish an attorney-client relationship between us. Consequently, you should not send confidential information to us.

We also attempt to provide links to other websites that we hope you will find helpful. We do not control the material presented in other sites, however, and we do not vouch for or assume responsibility for the accuracy of such material.

6. Additional Disclaimers and Limitation of Liabilities and Warranties

The Sites may contain technical inaccuracies, typographical errors, and out of date information. The Sites make no representations as to the accuracy, reliability, completeness, or timeliness of the information posted, and the Sites make no warranty that the Sites will meet your requirements. You understand, acknowledge, and agree that your use of the Sites is at your own risk. AAI reserves the right to make changes to the Sites at any time.

AAI SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE SITES. (BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL

DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.) AAI MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE MATERIALS/SERVICES AVAILABLE FROM THE SITES, ALL OF WHICH ARE BEING OFFERED "AS IS." AAI ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING THE SITES OR YOUR DOWNLOADING ANY MATERIALS FROM THE SITES.

7. Intellectual Property Limitation of Liability

AAI respects the intellectual property of others, and we ask visitors to the Sites to do the same. If you believe your work has been used in a way that constitutes copyright infringement, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to a designated Copyright Agent of AAI:

1. Identification of the copyrighted work(s) that you claim has been infringed;
2. Identification of where the material that you claim to be infringing is located on the Sites;
3. A statement that you have a good faith belief that use of the disputed material is not authorized by the copyright owner, its agent, or the law;
4. A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner of an exclusive copyright that is allegedly infringed or are authorized to act on the copyright owner's behalf;
5. Your address, telephone number, and e-mail address; and
6. Your physical or electronic signature.

The designated agent of AAI for notification of claims of copyright infringement on the Sites is Albert A. Foer, who can be reached as follows:

Address: Albert A. Foer, President
American Antitrust Institute
2919 Ellicott Street, NW, Suite 1000
Washington, DC 20008

Telephone: (202) 276-6002
Fax: (202) 966-8711
E-mail: aai@antitrustinstitute.org

Similarly, if you believe any of your trademarks or service marks have been infringed, please notify the designated agent of AAI.

8. Dispute Resolution

Any action based on a breach of the terms herein shall be brought to the federal or local courts presiding in the District of Columbia, United States, whichever is appropriate, and to whose jurisdiction you consent in such an action. If a breach is found by the court, the court shall have the right to issue an injunction, and grant to AAI its damages and attorneys' fees and such other and further relief as the court may deem appropriate.

9. Applicable Laws and Jurisdictional Issues

The Sites shall be governed by the laws of the United States, including federal copyright and trademark laws, and the laws of the District of Columbia applicable to contracts entered into and to be wholly performed therein without regard to conflict of laws or choice of law principles. By visiting and using the Sites, you consent to the jurisdiction of the courts presiding in the District of Columbia and you agree to accept service of process by mail. You hereby waive any and all jurisdictional and venue defenses that might otherwise be available.

10. Force Majeure

Notwithstanding any other provision contained in these Terms and Conditions, in the event that the performance of any obligation of AAI is prevented due to acts of God or any government restriction, wars, hostilities, blockades, civil disturbances, strikes, lockouts, or any other cause beyond the reasonable control of AAI, then AAI shall not be responsible to you for any failure or delay in the performance of its obligations. AAI shall promptly notify you of such force majeure condition. The terms of this clause shall not exempt, but merely suspend, AAI from its duty to perform until as soon as practicable after a force majeure condition ceases to exist.

11. Headings

The headings of each of these Terms and Conditions are for convenience of reference only. Such headings shall be ignored in the interpretation or construction of any of these terms and conditions.

12. No Assignment

You may not assign your rights or obligations under this Agreement without the prior express written consent of AAI.

13. Invalidity of Provisions

In the event that any portion of these Terms and Conditions is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention and the remainder of the provisions shall remain in full force and effect.

14. No Waiver

Any failure by AAI to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right.

15. Changes to the Terms and Conditions

No changes to these Terms and Conditions shall be made except by a revised posting on this page, and no advice or other information provided by the Sites or its representatives to any user in any manner which is not posted on this page will constitute any amendment of, waiver or change to these Terms and Conditions, unless such an amendment, waiver or change is in writing from an authorized officer or representative of AAI.

16. Complete Understanding

These Terms and Conditions constitute the entire understanding between AAI and you with respect to the Sites.

BY USING THE SITES, YOU SIGNIFY YOUR ASSENT TO THESE TERMS AND CONDITIONS AND ANY SUBSEQUENT MODIFICATIONS. AS A CONDITION OF YOUR USE OF THE SITES, YOU WARRANT THAT YOU WILL NOT USE THE SITES FOR ANY PURPOSE THAT IS UNLAWFUL.

For more information about AAI or if you have any questions about our Terms and Conditions, please contact us by e-mail at aai@antitrustinstitute.org.

We would be happy to answer your questions or hear your concerns.

Last updated: November ____, 2008

PRIVACY POLICY FOR AAI WEBSITES

1. Policy

Our policy is to respect and protect the privacy of users of www.antitrustinstitute.org and www.fairfightfilm.org (the "Sites"). This Privacy Policy is a part of the Terms and Conditions of the Sites which are binding on all users. It is posted to explain our information practices. Please be aware that this Policy refers to use of the Sites as distinct from participation in seminars or other activities related to the American Antitrust Institute ("AAI").

AAI aspires to build users' trust and confidence in the Internet by promoting fair information practices. Accordingly, AAI provides this Policy to inform visitors to the Sites what personally identifiable information ("Personal Information") is being gathered and for what purpose AAI intends to use such Personal Information. AAI will not knowingly exceed the purposes of the use without notification. Users may give their consent to AAI or may choose not to participate in the Sites. AAI also identifies the safeguards and measures that it employs to secure the Personal Information it collects from the Sites.

AAI agrees to exercise reasonable cautions to maintain the confidentiality of Personal Information provided by you in connection with accessing and using the Sites.

Because we gather various types of Personal Information from users of the Sites, we feel you should know how we collect, use, disclose, manage, and store the Personal Information that you may voluntarily provide us and the Personal Information that is collected passively through the use of cookies or image tags on our website. AAI agrees to post prominently and in plain language its specific privacy policies.

This Privacy Policy sets forth AAI's current policies and practices with respect to Personal Information of the users of the Sites. Your continued participation on the Sites indicates your acceptance of this Privacy Policy and of the collection, use, disclosure, management, and storage of your Personal Information as described below.

2. Collection and Use of Personal Information

Generally, you may browse the Sites without providing any Personal Information. We do not collect Personal Information about individuals except when specifically and knowingly provided by such individuals.

The Sites provides certain activities where we gather Personal Information from users, such as an activity that requires that a user complete a registration process for our Friends of AAI "e-Bulletins." Registration to participate in these Site activities may require the submission of your full name, telephone number, e-mail address, and other Personal Information. You may be added to other mailing list services, including those of organizations with whom we collaborate.

We use your Personal Information to provide you with the services you request and to respond to questions related to AAI or the Sites. We may also use your Personal Information to notify you about updates, action alerts, new features, and activities on behalf of AAI or the Sites that may be of interest to you.

From time to time, we may post information about internship or job opportunities on the Sites. If interested in learning more about these opportunities, you can submit a resume and a cover letter. Applications will be handled by our staff, and we will make reasonable efforts to review the applications in a timely fashion. We will share your application with members of the staff or with our advisory personnel to assess the

application's qualifications. We will not distribute or share any Personal Information submitted for consideration in connection with an internship or job with any third party without your prior consent. However, we may retain in our files a collection of the resumes of AAI's advisory board members, former members, and of other resumes that may be submitted to AAI by e-mail or mail. We may also keep files relating to present and former employees, volunteers, and contributors, including information about contributions that may be submitted to AAI by e-mail or mail.

The Sites may passively collect certain information using various technologies and means. We may receive and record Internet Protocol ("IP") addresses in the normal course of operation of the Sites. While we may receive and record IP addresses, we will not use them to identify you personally or disclose them to others. Navigational data related to user visits to the Sites may also be recorded for system management and in order to improve the content of the Sites.

We may also use your information for operational and business purposes, or to find out how we can improve our organization and Sites via surveys or online tracking mechanisms. We may use aggregate Personal Information collected via cookies to help us evaluate and modify existing services and features. (For more information on "cookies" and our policy on the use of cookies see below). We may also use your Personal Information to develop new services and features that may be of interest to you.

3. Disclosure of Information

We will not sell, rent, or lease your Personal Information to any third party without your consent. However, AAI may disclose Personal Information in special cases: (1) when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) the rights of AAI or to anyone that could be harmed by such activities; (2) when we believe in good faith that the law requires it; (3) to any affiliate or to any third party who may acquire AAI; (4) in situations involving threats to the physical safety of any person; and (5) we will disclose on request our list of those who have contributed one thousand dollars (\$1,000) or more to AAI since its inception.

4. Security of Information and Donations to AAI

You can be assured that the Personal Information collected through the Sites is secure and is maintained in a manner consistent with current industry standards. The importance of security for all Personal Information associated with users of our Sites is of utmost concern to us. Your Personal Information resides on a secure server that only selected AAI employees and contractors may access.

In order to most efficiently serve you, credit card transactions are handled by established third-party banking, processing agents, and distribution institutions. They receive the information needed to verify and authorize your credit card donation. Financial

transactions related to AAI are handled by PayPal (www.paypal.com). Information relating to your financial transactions will not be maintained on AAI servers. Please visit the websites of PayPal (www.paypal.com) to familiarize yourself with its terms and conditions and with its privacy policies.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personal Information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity, and privacy of any and all information and data exchanged between you and us through the Sites cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party.

5. "Cookies"

You should be aware that non-Personal Information and data may be automatically collected on the Sites through the use of "cookies." "Cookies" are small text files (no larger than 4k) stored as text on a computer hard drive. Websites can use "cookies" to recognize repeat visitors, facilitate the visitor's ongoing access to and use of the site, and allow a site to track usage behavior and compile aggregate data that will allow content improvements. "Cookies" are not programs that come onto a visitor's system and damage files. The use of "cookies" is common in the Internet industry, and many major websites use them to provide useful features to their customers. Generally "cookies" work by assigning a unique number to the visitor that has no meaning outside the assigning site. If a visitor does not want information collected through the use of "cookies," there is a simple procedure in most browsers that allows the visitor to deny or accept the cookie feature. AAI may use "cookie" technology, but only to obtain non-Personal Information from online visitors in order to improve their online experience and facilitate their visit within the Sites.

6. How You Can Review or Correct Your Personal Information

You may contact AAI by e-mail at aai@antitrustinstitute.org to ask if we are keeping Personal Information about you. If we do have Personal Information about you, we will provide you with a readable copy of such Personal Information at no charge. Factual errors in your Personal Information, including out-of-date Personal Information, can be corrected by sending us a request that credibly shows our error.

7. Opt-Out Procedures

You may always opt-out of receiving communications from us. To remove any Personal Information from our database or to not receive future e-mail communications from AAI, send an e-mail to aai@antitrustinstitute.org with the word "Remove" in the subject line.

8. Links to Third Party Websites

The Sites may contain links to the websites of third parties not affiliated with AAI. You understand, acknowledge, and agree that these links are provided solely as a convenience to you and not as an endorsement by the Sites or AAI of the content, advertising, or business practices. AAI is NOT responsible for the privacy practices or the content on any of these other websites, including any sites that may indicate a special relationship or “partnership” with AAI. AAI does not disclose unique identifiers to those responsible for the linked sites. The linked sites, however, may collect Personal Information from you when you link to their sites. This collecting of information is not subject to the control of AAI. To ensure protection of your privacy, always review the privacy policies of the sites you visit by linking from the AAI Sites.

9. Our Commitment to Children’s Privacy

Protecting the privacy of the very young is especially important. We never collect or maintain information at the Sites from persons we know to be under age 13. Please do not communicate with or contact us if you are under age 13. By your participation in our Sites’ activities, you certify that you are at least 13 years of age and meet any other eligibility requirements of the Sites.

10. Changes to this Privacy Policy

AAI may revise this Privacy Policy over time as new features are added to the Sites or as Internet law and standards evolve. We will post those changes prominently but we do recommend that you read this Privacy Policy each time you visit the Sites. Changes will not apply retroactively to Personal Information that was collected before the changes to the Privacy Policy, except as may be required by law.

Effective Date: November 12, 2008