



PORTAL USER AGREEMENT

This Portal User Agreement (“Agreement”) sets out the terms and conditions that govern your access to and use of the Fire Victim Trust online portal (the “Portal”).

Please read this Agreement and the Fire Victim Trust Privacy Policy available [here](#) (the “Privacy Policy”) carefully. By using the Portal, whether as a guest or a registered user, you accept the terms of this Agreement and the Privacy Policy and agree that they form a legally binding agreement between you and the Trustee of the Fire Victim Trust.

1. ***The Parties to this Agreement.*** In this Agreement, “you” or “your” refers to the individual plaintiff or other user. If the user of the Portal is associated with a law firm representing a plaintiff (a “Law Firm”), “you” and “your” include both the Law Firm and the individual plaintiff. If you are accessing the Portal in your capacity as an employee of a plaintiff business or organization, “you” and “your” include the individual user as well as that business or organization, and you represent that you are authorized to agree to this Agreement on behalf of the business or organization. The Trustee of the Fire Victim Trust (“Trust”) is the other party to this Agreement. The Trust has engaged BrownGreer (the “Claims Processor”) and a Claims Administrator to assist the Trust in processing claims. The Claims Administrator, the Claims Processor, and staff working under their direction are referred to collectively the “Claims Administration Professionals.”
2. ***Permitted Uses of the Portal.*** The Trust has established the Portal to facilitate the exchange of information between you and the Trust and the Claims Administration Professionals. You may use the Portal only for purposes of submitting information, materials and claims to the Trust and the Claims Administration Professionals, checking the status of your claims and responding to applicable notices, and reviewing insurance claims files submitted by the Subrogation Plaintiffs (collectively, the “Permitted Uses”). Any other use of the Portal is strictly prohibited and may be grounds for legal action.
3. ***Consent to Electronic Records.*** You consent to receive notices and other communications from the Claims Administration Professionals as an electronic record made available to you on the Portal, rather than mailed to you in hard-copy form. After consenting, you will not receive any notices from the Claims Processor related to your claim or the Trust in hard-copy form. Before you grant this consent to use of electronic records, you are advised that:
 - (a) Your consent applies to all communications from the Claims Administration Professionals to you in connection with the Portal and the Trust.
 - (b) To access the Portal and view your communications or download them to your own network drive or local hard drive, you need:
 - (1) A desktop or laptop computer or a tablet or other mobile device connected to the internet through a high-speed internet connection with a reliable internet service provider, using either Microsoft Edge, Chrome, Internet Explorer (Ver. 11.0 or later) or Mozilla Firefox (Ver. 68.0 or later) as your internet browser. Your computer, tablet



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or any storage device you use should have sufficient available storage to permit you to download and retain communications and reports from the Portal;

- (2) Adobe Reader (Ver. 7.0 or later) software; and
 - (3) Microsoft Excel (Ver. 2007 or later) to view or download certain reports.
- (c) If the hardware or software requirements needed to access or retain electronic records from the Claims Processor through the Portal change in the future, the Claims Administration Professionals will notify you and describe your alternatives at that time.
4. ***Nature of Communications.*** When you visit the Portal, submit claims information and documents, and review insurance claims files, you are communicating with the Claims Processor electronically and therefore consent to receive all communications from the Claims Administration Professionals electronically. The Claims Administration Professionals may communicate with you by email and/or by posting notices to the Portal. You agree that all agreements, notices, disclosures and other communications that Claims Administration Professionals provide to you electronically satisfy any legal requirement that such communications be in writing. It is your responsibility to notify the Claims Processor if your contact information changes.
 5. ***Notices to You.*** Through the Portal, the Claims Administration Professionals may issue notices or other written communication to you regarding any action on a claim or request and related deadlines. Notices posted to you on the Portal are deemed issued to you and received by you on the date they are posted and available for your viewing.
 6. ***Email Communications.*** The Claims Administration Professionals will communicate with you by sending emails to the address you provided during the Proof of Claim process or when you requested access to the Portal. You should ensure that your virus and spam filters allow email from the Claims Processor. The best way to do this is to set your spam filters to allow emails from any address with browngreer.com or firevictimtrust.com in the sender address. You also should check your spam folder frequently to ensure that you are receiving all email communications from the Claims Processor.
 7. ***Receipt of Submitted or Uploaded Information and Materials.*** Information, forms, supporting records, and other documents you submit or upload through the Portal are deemed submitted at the local time on the date of your electronic submission or upload. The Portal will display all dates and time stamps for your electronic submission in Eastern Time, which is the time zone of the Claims Processor and of the location of the servers storing all Trust data.
 8. ***License.*** The Trust grants you a personal, limited, nonexclusive, revocable license to access and use the Portal, solely for the Permitted Uses, and only for your personal use, or, if you are a Law Firm, only for the benefit of the plaintiffs that you represent. This license is subject to all of the conditions and restrictions set out in this Agreement, including without limitation, the following:



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- (a) You may not copy, download, stream, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, resell, transmit or retransmit the Portal or any data, images, computer code, or other content on or accessible through the Portal (the “Content”), directly or indirectly, by any means, including without limitation through the use of any device, software, internet site, or web-based service.
- (b) You may not: (i) incorporate the Content into, or stream or retransmit the Content by any means, including without limitation any hardware or software application; (ii) make the Content available via frames; or (iii) scrape or aggregate Content or use any data-mining, robots, or similar data-gathering and extraction tools to access the Portal or any Content.
- (c) You may not (i) create any derivative works or materials that are based upon the Portal or Content, including montages, mashups, videos, wallpaper, themes, or merchandise; or (ii) use the Portal or Content for any commercial purposes.
- (d) You may not (i) disable, reverse engineer, modify, interfere with, or otherwise circumvent any digital rights management mechanism, content protection, access control measure, or other technology, or (ii) otherwise allow users to view the Portal or Content without displaying visibly both the Content and all surrounding elements (including the graphical user interface, copyright notices, and trademarks).
- (e) You may not use any meta tags or any other “hidden text” utilizing the name or trademarks of the Trustee, the Trust, or the Claims Administration Professionals. You may not use any logo or other proprietary graphic or trademark as part of the link without prior express written permission.

Any unauthorized use of the Portal or Content terminates your license automatically. The Trust also reserves the right to withdraw or amend the Portal, in whole or in part, without notice; refuse service; terminate accounts; remove or edit Content; or cancel a user’s access in its discretion.

9. *Changes to the Portal or this Agreement.* The information shown on the Portal can vary over time. This Agreement may be updated or revised from time to time in our discretion. All changes are effective immediately when we post them. You are expected to visit the Portal regularly so that you are aware of any changes, and to remain up-to-date on information communicated to you through the Portal.

10. *Security.* If you create an account or register on the Portal, you will be required to create a login ID and password (“Credentials”). You are responsible for maintaining the confidentiality of your Credentials. You understand and agree that you are responsible for all activities that occur under your Credentials. You may not share your Credentials with any other person. If you work for a Law Firm, you must not share your Credentials with other people at your law firm or your clients. If you want to grant access privileges to the Portal to others who work at your Law Firm, use the “Manage Firm Users” tool located within your Firm Administration page.



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In the event you suspect that your Credentials have been compromised, or otherwise should be changed, promptly contact the Claims Processor at info@firevictimtrust.com. You will remain solely responsible for any misuse of your Credentials even after you have notified us. You are prohibited from attempting to bypass security controls, attempting to disrupt the functionality of the Portal, or taking any malicious actions against the Portal or other Portal users. All internet users are subject to the risk of external penetration by third parties. You are responsible for taking prudent measures to control the risk of external penetration into or through the network or other device(s) you use to access the Portal and you remain responsible for any alteration of or access to information accessible through your account. Neither the Trust nor the Claims Administration Professionals are responsible for any such events or the results of such events.

- 11. Ownership.** All Content included on the Portal, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of the Trust or its content suppliers and vendors and is protected by United States and international copyright laws. The compilation of all Content on the Portal is the exclusive property of the Trust or its content suppliers and vendors and is protected by United States and international copyright laws. All software used on the Portal is the property of the Trust or its software suppliers and is protected by United States and international copyright laws.
- 12. Trademarks.** All graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of the Trust in the United States and/or other countries. You may not use the Trust's or Claims Processor's trademarks and trade dress in connection with any product or service, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Trust or Claims Processor. All other trademarks not owned by the Trust or Claims Processor that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Trust, Claims Processor, or its content suppliers and vendors.
- 13. Confidentiality.** You are responsible for maintaining the privacy and confidentiality of every electronic document and all other information made available to you. You acknowledge that you have access to sensitive personal information, both financial and legal in nature, and that this information may be used only for the processing of claims in the Fire Victim Trust. It is your responsibility to ensure that you protect any information you access or download from the Portal and to maintain the protections guaranteed to Trust claimants in the Trust Agreement and all applicable court orders governing the Trust. The Trust, the Claims Processor, and the other Claims Administration Professionals are not responsible for security of data, including without limitation, data you or anyone using your Credentials obtains from the Portal. It is your responsibility to: (1) review and use only the documents and information submitted by or on behalf of the plaintiff, or those created by the Claims Processor relating to the plaintiff, whose claim or request you are viewing for purposes relating to the Trust; (2) not review or use any document relating to any claimant other than the plaintiff whose claim or request you are viewing; and (3) notify the Claims Processor immediately if you discover a record in a file that belongs to a plaintiff other than the one whose claim or request you are reviewing.



14. User Materials. The Portal allows users to upload and send materials (“User Materials”). Users may submit only User Materials that are reasonably related to the Permitted Uses. Without limiting the preceding sentence, you are prohibited from:

- (a) submitting User Materials that are illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise objectionable or injurious to third parties;
- (b) engaging in promotional or commercial activities, sending spam, disseminating surveys, or engaging in any mass messaging that contains political campaigning, advertising, or is for commercial purposes;
- (c) using a false email address, impersonating any person or entity, misrepresenting your professional or other affiliation with any person or entity, or otherwise misrepresenting the origin of any IP address or the source of any other content;
- (d) collecting personally identifying information about users of the Portal;
- (e) threatening, stalking, harassing, or advocating the harassment of another person or entity, or attempting to prevent or inhibit any other user from using the Portal; and
- (f) submitting User Materials that contain viruses, bots, worms, or other malware.

When you submit User Materials, you grant the Claims Administration Professionals and their designees the right to use it in connection with the administration of the Trust. The Trust and Claims Administration Professionals reserve the right (but do not undertake the obligation) to remove or edit your User Materials. You represent and warrant that you are authorized to provide the User Materials content that you submit; that the content is accurate; and that use of the User Materials does not violate this policy and will not cause injury to any person or entity or infringe third party rights or violate applicable law. Neither the Trust, the Claims Processor, or the Claims Administration Professionals shall have any responsibility or liability for any User Materials submitted by you or any third party.

15. Monitoring and Enforcement. You acknowledge that the Trust and Claims Administration Professionals have the right to monitor your use of the Portal, including the IP address and name of the computer you use to access the Portal. The Trust and Claims Administration Professionals may use the information and data collected from such monitoring in the administration of the Trust and in reports to the Claims Administration Professionals and the Court. The Trust and Claims Administration Professionals also have the right to:

- (a) Remove or refuse to post any User Materials for any or no reason in our sole discretion.
- (b) Take any action with respect to any User Materials that we deem necessary or appropriate in our sole discretion, including if we believe that such User Materials violate this Agreement, infringes any intellectual property right or other right of any person or entity,



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threatens the personal safety of users of the Portal or the public, or could create liability for the Trust or Claims Administration Professionals.

- (c) Disclose your identity or other information about you to any third party who claims that User Materials posted by you violates their rights, including their intellectual property rights or their right to privacy.
- (d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Portal.
- (e) Terminate or suspend your access to all or part of the Portal for any or no reason, including without limitation, any violation of this Agreement.

Without limiting the foregoing, the Trust or Claims Administration Professionals have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Portal. YOU WAIVE AND HOLD HARMLESS THE TRUST, CLAIMS ADMINISTRATION PROFESSIONALS, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

16. Reports. You understand and agree that the Trust and Claims Administration Professionals may generate reports from the Content in the Portal, and these reports may be provided to the Claims Administration Professionals and their counsel, the Subrogation Plaintiffs and their counsel, and/or the Court.

17. Disclaimer of Warranties. You understand that the Trust and Claims Administration Professionals cannot and do not guarantee or warrant that files available for downloading from the internet or the Portal will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, THE TRUST AND CLAIMS ADMINISTRATION PROFESSIONALS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PORTAL OR ANY SERVICES OR DATA OBTAINED THROUGH THE PORTAL OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT.

YOUR USE OF THE PORTAL, ITS CONTENT, AND ANY SERVICES OR DATA OBTAINED THROUGH THE PORTAL IS AT YOUR OWN RISK. THE PORTAL, ITS CONTENT, AND ANY SERVICES OR DATA OBTAINED THROUGH THE PORTAL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY



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WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE TRUST NOR CLAIMS ADMINISTRATION PROFESSIONALS, NOR ANY PERSON ASSOCIATED WITH THEM MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PORTAL. WITHOUT LIMITING THE FOREGOING, NEITHER THE TRUST NOR CLAIMS ADMINISTRATION PROFESSIONALS, NOR ANYONE ASSOCIATED WITH THEM, REPRESENTS OR WARRANTS THAT THE PORTAL, ITS CONTENT, OR ANY SERVICES OR DATA OBTAINED THROUGH THE PORTAL WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE PORTAL OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PORTAL OR ANY SERVICES OR DATA OBTAINED THROUGH THE PORTAL WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE TRUST AND CLAIMS ADMINISTRATION PROFESSIONALS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. *Limitation of Liability.* TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE TRUST AND CLAIMS ADMINISTRATION PROFESSIONALS, AND THEIR, SERVICE PROVIDERS, EMPLOYEES, AND AGENTS, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PORTAL OR ANY CONTENT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

19. *Indemnification.* You agree to defend, indemnify, and hold harmless the Trust, the Claims Administration Professionals, their licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Agreement or your use of the Portal, including, but not limited to, your User Materials, or any use of the Content.



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- 20. *Privacy.*** All information collected on the Portal is subject to the Trust's Privacy Policy available [here](#). By using the Portal, you consent to all actions taken by the Trust and Claims Administration Professionals with respect to your information in compliance with the Privacy Policy.
- 21. *Choice of Law.*** By visiting and using the Portal, you agree that the laws of the state of California, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and the Trust or the Claims Administration Professionals.
- 22. *Choice of Forum.*** The United States Bankruptcy Court for the Northern District of California shall have jurisdiction over all disputes or proceedings arising from or relating to the Portal and/or these Conditions of Use. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising from or relating to the Portal and/or these Conditions of Use, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.