

# Capital R Terms of Use

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Each time you use or cause access to the Site, you agree to be bound by the following terms and conditions (“Terms of Use”). Please read these Terms of Use carefully before using the Site. Your access, link to or use of this Site will constitute your acceptance of the Terms of Use.

If you do not agree to these Terms of Use, you should not use the Site. The Terms of Use may be amended from time to time with or without notice to you. Modifications shall become effective immediately upon being posted. Accordingly, please continue to review the Terms of Use whenever accessing, linking to, or using this Site. Your access, link to, or use of the Site, or any service on this Site, after the posting of modifications to the Terms of Use will constitute your acceptance of the Terms of Use, as modified. If, at any time, you do not wish to accept the Terms of Use, you may not access, link to, or use the Site.

By agreeing to the Terms of Use, you agree to the terms of our Privacy Statement, which is expressly incorporated into these Terms of Use. All personal data provided to us as a result of your use of the Site will be handled in accordance with our Privacy Statement.

If you do not agree to the terms and conditions of this Terms of Use, you should immediately cease all usage of this Site. This Site may not be accessed or used by anyone under the age of eighteen (18).

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You may not divert data from the Site, either internally or externally, except as specifically authorized by us. We are not liable to you for any diverted, repackaged or disseminated data. We reserve the right to audit your usage of data in adherence to our requirements and limitations specified within these Terms and Conditions on an annual basis for the purposes of establishing and verifying that you have not diverted, repackaged or disseminated data.

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Each Issuer hereby agrees to indemnify, defend and hold Capital R and any of its affiliates, and any of its successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers

harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of these Terms of Use by such Issuer or its employees, agents, customers, or affiliates or arising from such Issuer's or its employees, agents, customers, or affiliates use of the Site.

## **No Warranty**

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## **Limitation of Liability**

You expressly understand and agree that, to the full extent permitted by applicable laws, in no event will Capital R be liable for damages, losses and expenses of whatever nature and

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## **Indemnification**

You agree to indemnify, defend and hold harmless Capital R, its parents, subsidiaries, affiliates, officers and employees from any claim or demand, including reasonable attorneys' and experts' fees and costs, arising out of your use of this Site, including information made available to you through this Site or the violation of this Terms of Use, including any breach of your covenants or agreements hereunder. Capital R reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you based on a third-party claim and, in such case, you agree to cooperate with Capital R in the defense of such matter.

## **Site Use**

Unauthorized use of the Site and systems, including, but not limited to, unauthorized entry into Capital R's systems or misuse of any information is strictly prohibited. You may not use this Site in any manner that could damage, disable, overburden or impair any of Capital R site or service or interfere with any other party's use and enjoyment of any Capital R site or service. You may not attempt to gain unauthorized access to any Capital R site or service, computer systems or networks connected to any Capital R site or service, through hacking, password mining or any other means. You agree that you will not engage in any activities related to this Site that are contrary to applicable laws or regulations.

Your "Information" means any information and materials you provide to Capital R or other users in connection with your registration for or use of the Site. You are solely responsible for Your Information, and Capital R acts merely as a passive conduit for your online distribution and publication of your Information. You hereby represent and warrant to Capital R that your use of this Site and your Information (a) will not be false, inaccurate, incomplete or misleading; (b) will not be fraudulent or involve the sale of counterfeit or stolen items; (c) will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (d) will not violate any state, federal, or local law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) will not be obscene or contain child pornography or be harmful to minors; (g) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (h) will not create liability for Capital R or cause Capital R to lose (in whole or in part) the services of its ISPs or other partners or suppliers.

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This E-disclosure and consent is provided in compliance with the electronic signatures in Global and National Commerce Act, 15 usc §7001, et seq. ("E-Sign Act") and the Uniform Electronic Transactions Act, as adopted by the various states. By using this Site, visitors and users thereby agree to these terms in their entirety, which may be amended from time to time. Relevant agreements governing specific transactions and activities on the Site are typically agreed to via electronic signatures, evidenced by the relevant parties selecting "accept" button or confirming via other forms of electronic communication ("Electronic Signature"). You agree your electronic signature is the legal equivalent of your manual/handwritten signature. By selecting "I Accept" using any device, means or action, you consent to the legally binding terms and conditions of the relevant agreement. You also agree that no certification authority or other third-party verification is necessary to validate your e-signature, and that the lack of such certification or third-party verification will not in any way affect the enforceability of your e-signature or the relevant agreement. You have the right to withdraw your consent at any time. To withdraw consent, you may send a written request by e-mailing [compliance@thecapitalr.co](mailto:compliance@thecapitalr.co). If consent is withdrawn, Capital R reserves the right to discontinue your access to the Site, terminate any and all agreements with you or other parties hosted on the Site, and/or charge you additional fees for paper copies. If, after you consent to provide your signature electronically, and you would like a paper copy of an electronic signature, you may request a copy within one hundred eighty (180) days of the electronic signature by contacting Capital R as

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This Terms of Use will be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law principles. The venue for any dispute will be New York, New York. The parties each irrevocably waive their right to a trial by jury in any action arising from or relating to this Terms of Use.

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The content, material and information contained on the Site does not constitute an offer or solicitation and may not be treated as an offer or solicitation (i) in any jurisdiction where such an offer or solicitation is against the law; (ii) to anyone to whom it is unlawful to make such an offer or solicitation; (iii) if the person making the offer or solicitation is not qualified to do so. The securities offered on this Site can only be marketed in certain jurisdictions only. You acknowledge and agree that it is solely your responsibility to be aware of the applicable laws and regulations of your country of residence. The content provided on this Site does not constitute an offer or solicitation to sell securities referred to on this Site, by anyone in any

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## **Statute of Limitations.**

You agree that regardless of any statute or law to the contrary but only to the extent permissible by law in each relevant jurisdiction, any claim or cause of action arising out of or related to use of the Services, these Terms or our Privacy Policy must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

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*These Terms of Use were last updated on November 5, 2019.*