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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
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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.

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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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described above. Capital R will send your paper copy to you by U.S. mail. In order for Capital R to send paper copies to you, you must have a current street address as your primary mailing address on file with Capital R. If you request paper copies, you understand and agree that Capital R may charge you a paper communications fee for each communication at the current rate determined by the company.

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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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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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Chief Compliance Officer
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These Terms of Use were last updated on February 25, 2020.