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Aequitas Capital Management, Inc. reserves the right to make changes or updates to the Site at any time without notice.

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You agree to defend, indemnify and hold harmless Aequitas Capital Management, Inc., its affiliates and their prospective officers, directors, members, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Site. You agree to seek and obtain written permission from Aequitas Capital Management, Inc. before agreeing to settle any claim.

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PASSWORDS AND SECURITY

You are responsible for maintaining the confidentiality of any password(s) you are given to access the Site, and are you fully responsible for all activities that occur under your password(s). **UPDATES TO PERSONAL INFORMATION AND ACCREDITED STATUS**

Aequitas Capital Management, Inc. requires each Site user to keep personal information accurate and up to date.

You are responsible for alerting Aequitas Capital Management, Inc. upon any change in your financial or personal situation that constitutes a change in your status as an "Accredited Investor" (as defined by the Securities Exchange Commission and described in detail in the "Registration" section of this Site.)

TERMINATION OF USE

You agree that Aequitas Capital Management, Inc. may at any time, in its sole discretion, terminate your right to access or use the Site and any account(s) you may have in connection with the Site, with or without notice to you. Aequitas Capital Management, Inc. also reserves the right, in its sole discretion, to restrict or terminate the availability of the Site to any other person, geographic area or jurisdiction at any time. No notice is required to effect any such restriction or termination.

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