

# Terms of Use

## **Introduction**

These Terms of Use describe the terms and conditions under which you may use the Capitolis website, including the services offered through the website (the “Site”). Please read these Terms of Use carefully. By continuing to use the Site, you are indicating your agreement to be bound by these Terms of Use. **If you do not accept these Terms of Use you should immediately stop using the Site.** We reserve the right to modify the Terms of Use and update our Site from time to time at any time and without notice. Your continued use of the Site after any modifications by us shall constitute your acceptance of such modifications. For the purposes of these Terms of Use, “Capitolis”, “we”, or “we” shall mean Capitolis, Inc., a company registered under the laws of Delaware, with an address at 575 5<sup>th</sup> Avenue, New York, NY 10017, and its affiliates.

## **Accessing the Site**

Capitolis does not guarantee that the Site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the Site without notice. We will not be liable to you if for any reason the Site is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that any persons with access to the Site through your internet connection are aware of these Terms of Use, and that they comply with them.

## **Scope of Use**

The information, data and other content provided on the Site (the “Information”) is provided by us and our third-party information providers for general informational purposes only. No representation of any sort is made to any person. Capitolis reserves the right at any time to modify the Site and the Information without notice and in its sole discretion. You agree to use the Site and the Information only for your own personal use, and not to reproduce, retransmit, disseminate, sell, distribute, republish, broadcast, post, circulate or commercially exploit the Information in any manner without the express written consent of Capitolis, nor to use the Information for any unlawful purpose. You agree to access the Information manually by request and not programmatically by macro or other automated means, and to view the Information only as displayed on your screen and not attempt to upload, intercept, extract, or otherwise collect and/or record the Information through any technological means. You must not rely on the Information, and you acknowledge that you must take appropriate steps to verify this Information before acting on it.

## **Privacy Policy**

We track our customers’ usage of our Site and monitor how they interact with our systems and services. In this regard, we may record your actions on the Site by creating a video file of how you use the Site. Any personal information provided by you or obtained by us will be held by us in accordance with the Capitolis privacy policy available at <https://prod.capitolis.com/landing#>.

### **No Recommendations or Offers**

The Information constitutes neither a recommendation to enter into a particular transaction nor a representation that any product or service described on this Site is suitable or appropriate for you. Many of the products described on this Site involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and have independently determined that such transactions are appropriate for you. Any discussion of the risks contained herein with respect to any product should not be considered to be a disclosure of all risks or complete discussion of the risks which are mentioned. You should neither construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make this service the primary basis for any investment decisions made by or on behalf of you, your accountants, or your managed or fiduciary accounts, and you may want to consult your business advisor, legal, tax and accounting advisors concerning any contemplated transactions.

### **Disclaimer of Warranties**

No Information is intended (i) as investment, tax, accounting or legal advice, (ii) as an offer, recommendation or solicitation of an offer to sell or buy any security or any other financial instrument or to participate in any trading strategy, or (iii) as an endorsement, recommendation or sponsorship of any security or other financial instrument. Everything on the Site is provided "as is" without any representations or warranties of any kind (whether express or implied). To the fullest extent permissible under applicable law, Capitolis and its respective members, officers, directors, employees, Information providers, suppliers, and agents hereby disclaim all representations and warranties, express, implied or statutory, including, without limitation, all implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose, and all representations and warranties (1) relating to the adequacy, timeliness, accuracy or completeness of any Information, (2) that your use of the Site will be uninterrupted, error-free, or secure, (3) that defects will be corrected, or (4) that the Site or the servers on which the Site is hosted are free of viruses or other harmful components. You assume total responsibility and risk for your use of, or reliance on, the Site and any Information. You are responsible for compliance with all applicable local laws.

### **Disclaimer of Damages**

To the fullest extent permitted by applicable law, Capitolis shall not be responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other losses or damages (including, but not limited to, damages for loss of profits, loss of business, use, data or other intangible damages, even if such party has been advised of the possibility of such damages), under any contract, tort (including, without limitation, negligence and strict liability) or other legal theory, howsoever caused, arising out of or relating in any way to the Site and/or any Information, or any errors or omissions therein, or your use of, or inability to use, or reliance on, the Site. Your sole remedy for dissatisfaction with the Site and/or the Information is to stop using the Site.

### **Intellectual Property Rights**

Capitolis owns the copyright in the Site and all content published on the Site, except where otherwise indicated by a third party's proprietary notice. All images, trademarks, service marks, logos, and brands are also protected by other intellectual property laws and may not

be reproduced or appropriated in any manner without the prior written permission of their respective owners. In particular, the name "Capitolis" and the Capitolis logo are trademarks of Capitolis and you may not use such name or logo without Capitolis's prior written consent. You agree that, other than the right to access the Site and view the Information contained on the Site under the terms and conditions set forth herein, you acquire no ownership, title, right or interest of any kind in or to the Site or any portion of any Information, and that all title, right and interest therein and thereto remains with Capitolis (and its Information providers, as may be applicable).

### **Viruses**

We do not guarantee that the Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs, and platform in order to access the Site. You should use your own virus protection software. You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may be committing a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

### **Third-Party Websites**

We are not responsible for the content of any other website from which you have accessed the Site or to which you may hyperlink from the website and cannot be held liable for any loss or damage you incur as a result thereof.

### **General**

These Terms of Use shall be governed by and construed in accordance with the laws of New York. Jurisdiction for any claims arising under these Terms of Use is Agreement shall lie exclusively with the courts of New York, NY. If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. No waiver by Capitolis of any breach, default or condition hereunder shall be deemed to be a waiver of any other preceding or subsequent breach, default or condition. Any heading, caption or section title contained in these Terms of Use is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

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