

## TERMS OF USE AGREEMENT

In connection with your use of this Web Site, you agree as follows:

The Web Site (the "Website") is provided to you by Centurion Advisors Corp ("CENTURION") to enable you to view information regarding brokerage and other financial accounts, and to use information, messages, products, services, software and databases ("Content") available through the Website. The Website is available to you only if you agree to the terms and conditions in this Terms of Use Agreement (the "Agreement").

By using this website, you are indicating your consent and intention to be bound by this Agreement. By completing the required registration process, obtaining a password, and/or using the Website, (i) you represent and warrant that you have the authority to enter into this Agreement and create a binding contractual obligation, (ii) you indicate that you understand and intend this Agreement to be a binding contract, and (iii) you represent and warrant that you will use the Website in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions in this Agreement, as the same may be amended by CENTURION, online or otherwise, from time to time.

If you do not agree to be subject to this Terms of Use Agreement, you will exit the Website.

This Agreement applies to all Services to secure Content available through the Website.

1. **License Grant.** Subject to your agreement to the terms herein, which may be revised from time to time, we grant you a limited, nontransferable, nonexclusive license to access and use those certain Web-based account services (the "Electronic Services") provided by CENTURION. In the event we revise this Terms of Use Agreement, we will provide you with electronic notice of the revision. Your use of the Electronic Services after such electronic notice shall constitute your acceptance of the revision.

2. **Content.** The Content provided by CENTURION on the Website is based on information that is in the public domain or is otherwise generally available is believed to be reliable and authoritative. Content is also provided by CENTURION on the Website or by a third-party service provider and it is believed to be reliable. However, we do not guarantee the Content's accuracy and do not represent or warrant that it constitutes sufficient information to be the basis for sound investment decisions. All Content is provided "as-is" and "as available" and you understand that none of the Content available through the Electronic Services constitutes a recommendation or solicitation that you should purchase or sell any particular security or use the services of any third-party Service Provider or third party content supplier. You agree that neither CENTURION nor any of CENTURION's Advisors ("Advisor"), nor any third-party service provider, nor any third-party Content supplier shall be liable in any way for the accuracy, completeness, timeliness or correct sequencing of the Content, or for any decision made or action taken by you relying upon the Content. You further agree that neither CENTURION nor any Advisor, third-party service provider or any third party Content supplier will be liable in any way for the interruption of any data, information or other aspect of the Electronic Services.

3. **Use of Proprietary Content.** The Content provided in connection with the Electronic Services is the property of CENTURION, or the property of the third party service providers or their licensors, or the property of third party Content suppliers or their licensors, and such Content is protected by applicable copyright law. You agree not to reproduce, retransmit,

disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Content in any manner without our express written consent or the owners of such Content. You agree that you will not use the Content for any unlawful purpose. You further agree to comply with all our reasonable written requests intended to protect the Content and the respective rights of the owners of such Content. You will not remove any proprietary notices (e.g., copyright and trademark notices) from any Content provided in connection with the Electronic Services.

4. **CENTURION Advisors and Third-Party Service Providers.** You agree that Advisors, or (ii) third-party service providers, vendors, and licensors (as the context applies, each, an "Advisor" or "Third Party Service Provider") shall assist in providing the Electronic Services. You hereby consent and authorize CENTURION to delegate the authorizations you provide to CENTURION to the Advisors or Third Party Service Provider(s) as we deem necessary or desirable to provide the Electronic Services to you. You further agree that the terms and conditions of this Agreement, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such Advisors or Third Party Service Providers and such Advisors or Third Party Service Providers are deemed to be third party beneficiaries of this Agreement, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement. You also agree that all references to CENTURION within this Agreement and any incorporated terms are also deemed to include, where applicable, our agents, such as the Advisors or Third Party Service Providers. Your use of certain services provided by Advisors or Third Party Service Providers will require your agreement to certain additional terms and conditions provided by the applicable Advisors or Third Party Service Providers. These additional terms and conditions will be made available to you when, and if, you access certain services.

5. **Disclaimer of Warranties.** THE ELECTRONIC SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. WE DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. USE OF THE ELECTRONIC SERVICES IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT THE ELECTRONIC SERVICES ARE DESIGNED TO BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET AND YOU AGREE THAT WE, THE ADVISORS, THE THIRD PARTY SERVICE PROVIDERS, AND THE THIRD PARTY CONTENT SUPPLIERS, SHALL NOT BE RESPONSIBLE FOR: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR MALWARE BEING INTRODUCED INTO YOUR DATA, WEBSITES, COMPUTERS OR NETWORKS ("SYSTEM"); OR (II) UNAUTHORIZED ACCESS OR DAMAGE TO YOUR SYSTEM BY HACKERS OR OTHER BAD ACTORS.

WE DO NOT WARRANT THAT THE ELECTRONIC SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE ELECTRONIC SERVICES ARE COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM, OR THAT THE OPERATION OF THE ELECTRONIC SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE ELECTRONIC SERVICES WILL BE CORRECTED. FURTHERMORE, WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF ELECTRONIC SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, SECURITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CENTURION OR OUR

AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF OUR OBLIGATIONS HEREUNDER.

6. **Limitation of Liability: Limitation of Damages.** WE, CENTURION, THE ADVISORS, THE THIRD PARTY SERVICE PROVIDERS, THE THIRD PARTY CONTENT SUPPLIERS, AND ANY OTHER PERSON INVOLVED IN TRANSMITTING CONTENT WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES EVEN IF YOU ADVISE THEM OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES, BUT IS NOT LIMITED TO, CLAIMS FOR LOST PROFITS, TRADING LOSSES AND DAMAGES THAT MAY RESULT FROM THE USE, INCONVENIENCE, DELAY OR LOSS OF USE OF THE CONTENT OR FOR OMISSIONS OR INACCURACIES IN THE CONTENT. AS A CONDITION TO ACCESSING OR RECEIVING THE CONTENT OR USING THE ELECTRONIC SERVICES, YOU EXPRESSLY AGREE TO WAIVE ANY CLAIM YOU MAY HAVE AGAINST CENTURION, ANY ADVISOR, ANY THIRD PARTY SERVICE PROVIDER, OR ANY OTHER PERSONS INVOLVED IN TRANSMITTING ANY CONTENT WE MAKE AVAILABLE TO YOU OR IN PROVIDING THE ELECTRONIC SERVICES.

BY ACCESSING OR RECEIVING CONTENT OR USING THE ELECTRONIC SERVICES, YOU AGREE THAT OUR LIABILITY AND THE LIABILITY OF THE ADVISORS, THE THIRD PARTY SERVICE PROVIDERS, THE THIRD PARTY CONTENT SUPPLIERS, OR ANY OTHER PERSONS INVOLVED IN TRANSMITTING INFORMATION OR PROVIDING THE ELECTRONIC SERVICES ARISING OUT OF ANY CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY WAY CONNECTED WITH THE ELECTRONIC SERVICES OR DATA WILL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE ELECTRONIC SERVICES RELATED TO YOUR CLAIM.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THAT THESE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

7. **No Liability for Events Outside of Our Direct Control.** We, Centurion, the Advisors, the Third Party Service Providers, the third party Content suppliers, and any other person involved in transmitting Content will not be liable for any loss that results from a cause over which we do not have direct control. Such causes include, but are not limited to, (1) the failure of electronic or mechanical equipment or communication lines, including problems with computer or communications networks or facilities; (2) telephone or other interconnect problems including problems with data transmission facilities to your telephone, cable or wireless service; (3) bugs, errors, configuration problems or the incompatibility of computer hardware or software; (4) the failure or unavailability of Internet access, including problems with Internet service providers or other equipment or services relating to your computer or network; or (5) unauthorized access, theft, operator errors, severe weather, earthquakes, other natural disasters or labor disputes. We are also not responsible for any damage to your computer, software, modem, telephone, wireless device or other property resulting in any way from your use of the Electronic Services.

8. **Access, Passwords, and Security.** You will be responsible for the confidentiality and use of your access number(s), password(s) and account number(s). You agree not to hold Centurion, the Advisors, or Third Party Service Providers liable for any damages of any kind

resulting from your decision to disclose your access number(s), password(s), or account number(s) to any third party, including but not limited to entities that aggregate account information or Web site content, or persons who are or claim to be acting as your Advisor, agent, proxy, or investment manager. You will be responsible for all activities through and under your access number(s), password(s) and account number(s), and any instructions (to the extent applicable) received by Centurion will be deemed to have been received from you. By using the Electronic Services, you agree to take all steps necessary to prevent unauthorized access to your account. You agree immediately to notify Centurion if you become aware of: any loss or theft of your access number(s), password(s) and/or account number(s); or any unauthorized use of any of your access number(s), password(s) and/or account number(s), or of the Electronic Services or any Content.

9. **Data Transmission.** You acknowledge that data, including e-mail, electronic communications and personal financial data, may be accessed by unauthorized third parties when communicated between you and CENTURION, the Advisors, the Third Party Services Providers and others, using the Internet, other network communications facilities, telephone or any other electronic means. You agree to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by CENTURION. Until we notify you otherwise, you agree to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by CENTURION and follow our log-on procedures for Electronic Services that support such protocols. You acknowledge that we are not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet.

10. **Indemnification.** You agree to defend, indemnify and hold CENTURION, the Advisors, the Third Party Service Providers, and the third party Content suppliers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation of this Agreement, state or federal securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Agreement.

11. **Our Ability to Terminate Electronic Services.** We reserve the right to terminate your access to the Electronic Services or Content in our sole discretion, without notice and without limitation, for any reason whatsoever. We may terminate your access to the Electronic Services for reasons including, but not limited to, the unauthorized use of your account access information, breach of this Agreement, discontinuance of our access to any Content or termination of one or more agreements between CENTURION and Third Party Service Providers, or third party Content suppliers. We, the Advisors, the Third Party Service Providers, and the third party Content suppliers shall have no liability to you for terminating your access to the Electronic Services; provided, however, that if our termination is without cause, we will refund the pro rata portion of any fee you may have paid for the portion of the Services not furnished to you as of the date of termination. If this Agreement is terminated, you will cease using the Electronic Services and all Content obtained through the Electronic Services.

12. **General.**

12.1 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials,

Internet delays and failures, telecommunications failures, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions.

12.2 Entire Agreement. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein. This Agreement may be amended as set forth in Section 1, above.

12.3 Governing Law and Limitation of Actions. This Agreement shall be construed according to, and the rights of the parties shall be governed by, the law of the State of New York, without reference to its conflict of laws rules. No action, regardless of form, arising out of this Agreement, may be brought by either party more than one (1) year after the cause of action has arisen.

12.4 Severability. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

12.5 Waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.