

**KENNEDYCAPITAL.COM TERMS OF USE**  
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WE MAY REVISE THESE TERMS OF USE AT ANYTIME. WHEN WE DO, WE WILL ALSO REVISE THE "LAST UPDATED" DATE AT THE TOP OF THESE TERMS OF USE. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE CURRENT TERMS OF USE. THE MOST CURRENT VERSION OF THE TERMS OF USE CAN BE REVIEWED BY CLICKING ON THE "TERMS OF USE" HYPERTEXT LINK ALONG THE BOTTOM OF OUR WEB PAGES. YOUR CONTINUED ACCESS AND/OR USE OF THE SITE AFTER WE POST ANY REVISED TERMS OF USE CONSTITUTES YOUR AGREEMENT TO ANY SUCH REVISED TERMS OF USE.

**1. General Use and Restrictions.**

**1.1. Notice to Investors.** Nothing on the Site shall be considered a solicitation to buy or an offer to sell a security, or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction. Nothing on the Site shall be considered an offer to sell or provide investment advisory services except in jurisdictions where we are authorized to provide investment advisory services or in any other jurisdiction where an exemption or exclusion from registration exists.

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**1.3. Use of Site.** Subject to the provisions contained in these Terms of Use including, without limitation, Section 1.4 below, you may access and use the Site solely to view information about

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**1.4. Limited License; Restrictions on Use of Site.** Kennedy Capital grants you a limited, revocable, nonexclusive, nontransferable license to view, store, bookmark, download and print the content within the Site, and make other use that is customary for Internet websites, for your personal, informational, and noncommercial use or as otherwise expressly authorized by Kennedy Capital in writing. You are not authorized to alter, modify, or create derivative works of any such content without first receiving our express written permission. You further agree not to, without first obtaining our express written permission, (a) use any of our trademarks as metatags on other web sites, (b) use the Site in any manner that is illegal or impairs the operation of the Site or its availability or usage by others, (c) display any part of the Site in frames (or any content thereof via in-line links), and/or (d) use or access, or attempt to use or access, any portion of the Site for which registration is required unless you are a Registered User (as defined in Section 2 below) with authorization to access that portion of the Site. You further agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Site, and not to insert any code or product or manipulate the Site in any way that affects the user's experience including, without limitation, taking any action that imposes, or may impose, an unreasonable or disproportionately large load on the Site. You may not use this web site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site or any of Kennedy Capital's services. You further agree not to use any data mining, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction method in connection with your use of the Site except for customary search engines used in accordance with automated instructions directed to search engines and available on the Site.

**2. Restricted Area.** Certain portions of the Site may be accessible only to users that register to use those portions of the Site ("Registered Users"). Unauthorized use of the restricted portions of the Site ("Restricted Area"), including, but not limited to, unauthorized entry into the Restricted Area, misuse of usernames or passwords, access of the Restricted Area beyond the scope of your authorization, or misuse of any access information or information contained in the Restricted Area, is strictly prohibited. You may not attempt to gain unauthorized access to the Restricted Area or any Kennedy Capital computer system or network, through hacking, password

mining or any other means. If you register to use the Restricted Area, you will choose or be issued, a username and password and, once you have a username and password, you will be considered a Registered User and issued an account to use the Site. However, we may terminate your status as a Registered User for any reason (or no reason) with or without notice to you, and you agree not to access the Restricted Area at any time after we give you notice of such termination.

**3. Confidentiality of User Name and Password.** If you register with the Site or are issued a username and password, you may not authorize any third party to access and/or use your username, password, or account on your behalf. Accordingly, you agree to protect your username and password by, among other things, keeping your username and password confidential. You agree not to provide your username, password, or account information to any third party. You agree to notify us immediately of any suspicious or unauthorized use of your username, password, or account. If you fail to comply with the foregoing obligations, you will be held fully responsible for all activities conducted using your username, password, or account.

**4. Privacy.** Information we collect on the Site from you is subject to our [Privacy Policy](#). You consent to the collection and use of such information as set forth in our privacy policy.

## **5. Intellectual Property.**

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**5.4. Linking to the Site.** Kennedy Capital grants you a limited, revocable, nonexclusive license to create a hyperlink to the Site (“link”). The content surrounding any link to the Site must not be false or misleading regarding the relationship between Kennedy Capital and any third party or the nature of the products and services provided by Kennedy Capital. We reserve the right to revoke this license to link to the Site at any time. If we do, you agree that you will immediately remove any link to the Site, or any portion thereof, and will not, directly or indirectly, link to the Site or any portion thereof as directed in our demand and will forever refrain from doing so at all times after such demand is made.

**6. No Warranties.** The Site is provided on an "AS IS," “WITH ALL FAULTS,” AND “AS AVAILABLE” basis. We assume no liability or responsibility for any errors or omissions in respect of the Site including, without limitation, any errors or omissions with respect to any content. You acknowledge and agree that you assume sole responsibility for ensuring that all content is accurate and up to date. Further, we do not represent or warrant that any aspect of the Site will work properly or will be continuously available. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR SOLE DISCRETION AND RISK. WE HEREBY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, SECURITY, QUALITY, TIMELINESS, AVAILABILITY, COMPLETENESS, RELIABILITY, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), IN EACH INSTANCE IN RESPECT OF THE SITE (INCLUDING, WITHOUT LIMITATION, THE CONTENT). FURTHERMORE, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT IN RESPECT OF THE SITE (INCLUDING, WITHOUT LIMITATION, THE CONTENT). Some jurisdictions do not allow implied warranties to be excluded or modified, so not all of the above limitations may apply to you.

**7. Indemnification.** You hereby agree to indemnify and hold harmless Kennedy Capital and its affiliates, officers, directors, employees, members, information providers, suppliers and licensees (collectively, "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorney’s fees, incurred by the Indemnified Parties in connection with any claim arising out of (a) your access to and/or use of the Site including, without limitation, any Content, (b) any breach of any of these Terms of Use by you or, if applicable, any user of your account, and/or (c) any allegation which, if true, would constitute a breach of any of these Terms of Use by you or, if applicable, any user of your Account.

**8. Limitation of Liability.** EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL KENNEDY CAPITAL BE LIABLE FOR (A) ANY DAMAGES OF ANY NATURE

WHATSOEVER RESULTING FROM, OR RELATED TO, THE LOSS, DELAY OR INABILITY TO USE THE SITE, THE LOSS OF ANY CONTENT OBTAINED THROUGH THE SITE, AND/OR THE INACCURACY OF ANY CONTENT, AND/OR (B) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF USE AND/OR OTHERWISE ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT), IN EACH OF (A) AND (B) ABOVE WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AND EVEN IF KENNEDY CAPITAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL EVENTS, KENNEDY CAPITAL'S AGGREGATE LIABILITY FOR CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF USE AND/OR THE USE OR PERFORMANCE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO FIVE U.S. DOLLARS (\$5.00). SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

**9. Release.** In the event that you have a dispute with any person or entity arising from your use of the Site, you release Kennedy Capital (and its officers, directors, agents, affiliates, suppliers and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Whether or not you are a California resident, you waive and relinquish all rights and benefits under any legal principle with the similar effect of California Civil Code §1542 in any jurisdiction with respect to the release granted above in this Section 8.

**10. Governing Law and Jurisdiction.** These Terms of Use, and all matters arising out of or relating to the Site, shall be governed by the laws of the United States and the state of Missouri, without giving effect to the conflict of law provisions thereof and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Additionally, the Uniform Computer Information Transaction Act shall not apply to these Terms of Use or the Site. In the event you desire to initiate any suit against Kennedy Capital arising out of or relating to the Site and/or these Terms of Use, you agree to bring such suit in the federal courts sitting in St. Louis, Missouri, USA unless no federal subject matter jurisdiction exists, in which case you agree to bring such suit in the state courts sitting in St. Louis, Missouri, USA. You further agree that we may initiate a suit against you arising out of or relating to the Site and/or these Terms of Use in such courts and you hereby waive all rights you may have or which may hereafter arise to contest jurisdiction or venue in such courts.

**11. Miscellaneous.** These Terms of Use, including, without limitation, any other terms and conditions that may appear on the Site from time-to-time (such as, without limitation, additional representations that we may ask you to make when submitting information to the Site), contain the full understanding with respect to your use and access of the Site and supersede all prior agreements, terms, conditions and understandings, both written and oral, with respect to such use and access of the Site. You may not transfer any rights or obligations you may have to your account or under these Terms of Use without our prior written consent. We may transfer our rights under these Terms of Use without your consent. If any portion of these Terms of Use is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remainder of these Terms of Use shall remain in full force and effect. A printed version of these Terms of Use and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of Kennedy Capital to insist upon or enforce strict performance by you of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. None of our rights or remedies conferred by these Term of Use are exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time. If we bring any suit against you to enforce these Terms of Use or otherwise in connection with your use and/or access of the Site, you agree that if we prevail in such suit we shall be entitled to recover all costs and expenses incurred in such suit including reasonable attorneys fees. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use. We may provide notice to you relating to the Site and/or these Terms of Use by any reasonable means including, without limitation, sending an e-mail to your last known e-mail address, and any such e-mail notice shall be deemed given and received on the day it is sent. You agree that any cause of action that you may desire to bring arising out of or related to these Terms of Use and/or the Site must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred.