NorthEnd Associates
Online Terms and Conditions

Last updated: 11/01/2026

These Terms and Conditions ("**Terms**") apply to www.NorthEndAssociates.com and any other NorthEnd Associates ("**Company**," "**we**," or "**us**") websites (including any social media sites, collectively the "**Sites**") and any content accessible via the Sites (including any Site page or separately-formatted content, collectively, "**Content**") that either link to these Terms or for which no separate Terms are provided. "Content" also includes any transactions through the Sites (each a "**Transaction**") or any products or services available via the Sites (the "**Products**" and "**Services**" respectively).

Please read these Terms carefully as they contain important information regarding your legal rights, remedies, and obligations with respect to your use of the Sites or the Content, including but not limited to various limitations, exclusions, and indemnities.

By accessing or using the Sites or the Content, you signify that you have read, understand, and agree to be bound by these Terms in all respects with respect to the Sites and the Content. If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true or accurate, you may not use, and shall cease using, the Sites and the Content.

Please note that some of the Sites and the Content may have their own terms and conditions. By accessing any Site or Content you agree to be bound by any separate or additional terms that govern use of each such Site or Content.

NO ADVICE/INFORMATIONAL PURPOSE ONLY. The Sites and the Content are for informational purposes only. No materials presented within the Site, or the Content should be regarded as investment advice or any form of investment recommendation. Data and information is provided on the Sites and in the Content for informational purposes only, and is not intended for investment purposes. Neither the Sites nor the Content constitute legal, investment, or other professional advice, and neither should be relied upon by you or any third-party. Before making any decision or taking any action, you should consult with a professional advisor. The information provided on the Sites, including without limitation all newsletters, podcasts, papers, articles, and other Content downloaded or accessed by you is for general guidance and to offer you general information on particular subjects of interest.

REQUIREMENTS TO USE THE SITES AND THE CONTENT. If you are an individual, you represent and warrant that you have reached the age of majority in the jurisdiction in which you reside, and that you are in any event at least 18 years old.

If you are using the Sites or the Content you represent and warrant that you have the ability to agree to these Terms on behalf of such organization and all references to "you" throughout these Terms will include such organization, jointly and severally with you personally.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. If any applicable law, rule or regulation prohibits you to access the Sites or the Content, you may not access the Sites nor use the Content. If you nevertheless access or use the Sites or the Content, you will still be bound to these Terms and shall have all the obligations, responsibilities, and liabilities as if you were eligible to do so.

DOWNLOADING. You may only download Content that is expressly designated to be downloaded by users. Any unauthorized use, transmission, distribution, reproduction, reverse engineering, modification of any Content, or use thereof for an illegal purpose, is expressly prohibited.

SUBMISSION OF INFORMATION OR MATERIALS. You may be required to provide us with information about yourself in order to enjoy certain features of the Sites, such as setting up account(s) or downloading

or using the Content. If you choose to provide us with such information, you agree: (i) to provide true, accurate, current, and complete information about yourself as prompted by the Sites, and (ii) to maintain and update this information to keep it true, accurate, current, and complete. If any information provided by you is untrue, inaccurate, not current, or incomplete, we have the right to terminate your account and refuse any and all current or future use of the Sites or the Content.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Sites or the Content with your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

In addition, given the sensitive nature of the information you may be providing us we recommend that you do not provide us with any unencrypted electronic confidential or proprietary information. Depending on the services provided we may require the use of encryption or other commercially reasonable measures to maintain the confidentiality of your information.

CHANGES TO AND AVAILABILITY OF THE SITES AND CONTENT. Company does not warrant that the Sites or the Content are error-free. The Content may contain technical inaccuracies and/or typographical or other types of errors and may be changed or updated at any time without notice, including any representations of inventory or other elements of the Products or Services. We will use reasonable efforts to place accurate and up-to-date Content on the Sites but make no warranty of its accuracy, completeness and/or timeliness. You acknowledge that your use of any Content available through the Sites is at your own risk. Access to all or parts of any of the Sites may be suspended at any time without notice.

USER CONTRIBUTIONS. The Sites and the Content may contain message features, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**Post**") content or materials (collectively, "**User Contributions**") on or through the Sites or the Content. All User Contributions must comply with the Content Standards set out in these Terms. Any User Contribution you post to the Sites or to the Content will be considered non-confidential and non-proprietary. By providing any User Contribution on the Sites or on the Content, you grant us and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third-parties any such material.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible, or liable to any third-party, for the content or accuracy of any User Contributions posted by you or any other user of the Sites or the Content.

MONITORING. We may monitor use of the Sites from time to time but have no obligation to do so. If and when we do monitor your use of one or more of the Sites, we will do so in accordance with applicable law. In addition, we have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Sites, the Content or the public or could create liability for Company or any of our clients, vendors or employees.
- Disclose your identity or other information about you to any third-party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized or inaccurate use of the Sites or the Content.
- Terminate or suspend your access to all or part of the Sites or the Content for any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Sites or Content. YOU WAIVE AND HOLD HARMLESS COMPANY AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF SUCH MONITORING AND ANY RESULTING INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

LINKS TO THIRD-PARTY SITES. If the Sites or the Content contain links to other websites, pages or resources provided by third parties (such as the link to our Investor Portal on the Juniper Square website), these links neither include nor provide any representation or warrant with respect to such third-party websites, pages or materials. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those websites or resources, or their information or security practices, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Third-party content may be protected by applicable copyrights, trademarks, patents, trade secrets or other proprietary rights and laws. Nothing in your use of the Sites or the Content, or these Terms, grants you any right, title or interest in or to such content, except for the limited right to use the Sites and the Content as set out in these Terms.

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INTELLECTUAL PROPERTY RIGHTS. Unless otherwise indicated, the Sites and the Content, and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Company, our licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms permit you to use the Sites and the Content for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly

perform, republish, download, store or transmit any of the material on the Sites (including the Content), except as follows:

- Your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Sites or Content for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Sites or the Content.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Sites or the Content.

You must not access or use for any commercial purposes any part of the Sites or the Content.

If you wish to make any use of material on the Sites or the Content, other than that set out in this section, please address your request to info@NorthEndAssociates.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Sites or the Content in breach of these Terms, your right to use the Sites and the Content will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Sites or the Content is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Sites or the Content not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

TRADEMARKS. All information and material including images and text on the Sites are the property of (or under licensed use by) Company and are subject to copyright protections. You must not use such marks without the prior written permission of the Company. All other names, logos, product, and service names, designs, and slogans on the Sites and the Content are the trademarks of their respective owners.

COPYRIGHT INFRINGEMENT. If you believe that any User Contributions violate your copyright, please notify us at info@NorthEndAssociates.com. It is our policy to terminate the user accounts of repeat infringers.

LINKING TO THE SITES. You may link to the Sites provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part. Any such link may not involve:

- unauthorized use of our logo;
- any false claim (actual or implied) of endorsement by, or other relationship with us;
- framing or embedding of any pages of our Sites; or
- other infringement of our trademarks, copyright and/or other intellectual property rights.

We do not bear any responsibility whatsoever for the content, accuracy or security of any third-party sites that are linked (by way of hyperlink or otherwise) to the Sites. The Site from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms. You agree to cooperate with us in causing any unauthorized framing or linking immediately

to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

This Sites may provide certain social media features that enable you to:

- Link from your own or certain third-party websites or pages to certain content on this Site.
- Send e-mails or other communications with certain content, or links to certain content, on the Sites.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites or pages.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any Site, or any website or page that is not owned by you.
- Cause the Site or the Content, or portions of either, to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Site other than the homepage.
- Otherwise take any action with respect to the Site or the Content that is inconsistent with any other provision of these Terms.

Certain links on the Sites lead to servers maintained by individuals or organizations over which the Company has no control. The company makes no representations or warranties regarding the accuracy, or any other aspect of the information located on such servers. A link to a third-party's website or page should not be construed as an endorsement by either Company or that third-party of the other party or its products and services. We accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites or pages linked to the Sites or the Content, you do so entirely at your own risk and subject to the terms and conditions of use for such websites or pages.

CONTENT STANDARDS. These content standards ("**Content Standards**") apply to any and all User Contributions and use of the Sites and the Content. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms or our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

PROHIBITED ACTIONS. You may not do any of the following on, through or in any way in connection with the Sites or the Content:

- Upload, post, transmit or submit any information or material that (i) contains software viruses, worms, code, files or programs designed to interrupt, deny service, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) is defamatory, libelous, obscene, indecent, pornographic, abusive, threatening to others, intimidating, hateful, racially or ethnically objectionable or constitutes stalking; (iii) infringes the patent, copyright, trademark, trade secret, right of publicity, right to privacy or other intellectual property right of any third-party; (iv) violates any state, federal or international law; (v) constitutes bulk or unsolicited commercial email – i.e. spam; (vi) constitutes phishing; or (vii) constitutes a BOT or spider.
- Harm minors in any way.
- Interfere with or disrupt the Sites or the Content.
- Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.
- Violate or infringe any of our trademark, copyright, proprietary or intellectual property rights.
- Violate or breach any provision of these Terms or our Privacy Policy.
- Copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or software used in connection with the Sites or Content, or obtain unauthorized access to the Sites or the Content.
- Use any Content or other information to, in whole or in part, create a likelihood of confusion, to misrepresent any fact or to deceive others in any form or by any means.
- Copy, modify, reuse, rent, lease, distribute, republish, retransmit, sell, lend, assign, or transfer any of the Sites or any Content.
- Access any Sites or Content by any means other than through the interface provided by us.
- Remove any copyright notice, trademark notice or other proprietary notice from any Content.
- Misappropriate the funds, property, or data of any person.
- Hack or crack in an attempt to gain unauthorized access to the Sites or any data, Content, or other information on or accessible through any Sites.
- Grant access to any third-party to access or use any Sites or the Content on your behalf, even as an agent, without the written consent of Company.

PRIVACY. You agree that all information you provide to register with the Sites, including but not limited to through the use of any interactive features on the Sites or the Content, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. The terms of the Company Privacy Policy are hereby incorporated as part of these Terms.

ENFORCEABILITY. Your use of the Sites and the Content and features accessed through them constitutes your agreement to these Terms; such agreement will be deemed for all legal purposes to be in writing and legally enforceable as a signed written agreement.

INTERPRETATION. In these Terms, (i) the captions and headings are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of these Terms, (ii) the word “including”, the word “includes” and the phrase “such as”, when following a general statement or term (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word “or” between two or more listed matters does not imply an exclusive relationship between the matters being connected, and (iii) all references to Sites or URLs will also include any successor or replacement Sites containing substantially similar information as the referenced Sites(s).

RELATIONSHIP. You agree that accessing the Sites, or downloading or use of the Content, does not establish a professional relationship between you and Company or any party associated with Company. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Sites or

user of the Content, or by anyone who may be informed of any of their contents. The Sites and the Content may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third-party, for the content or accuracy of any materials provided by any third-parties.

CHANGES. We reserve the right to update these Terms at any time without notice to you. Such modifications shall become effective immediately upon the posting thereof. You must review these Terms on a regular basis to keep yourself apprised of any changes. The most current version of these Terms can be found on the Sites.

GEOGRAPHIC RESTRICTIONS. Company is based in the state of Oklahoma in the United States. We make no claims that the Sites or Content is accessible or appropriate outside of the United States. Access to the Sites or the Content may not be legal by certain persons or in certain countries. If you access the Sites or Content from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

DISCLAIMER OF WARRANTIES. You understand that we cannot and do not guarantee or warrant that the Sites or the Content will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITES OR THE CONTENT. YOUR USE OF THE SITES AND THE CONTENT IS AT YOUR OWN RISK. THE SITES AND THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITES OR THE CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SITES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITES OR THE SERVER(S) THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY. IN NO EVENT WILL COMPANY OR OUR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITES OR THE CONTENT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT SHALL

COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO A CLAIM OR SERIES OF RELATED CLAIMS WITH RESPECT TO THE SITES OR THE CONTENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS YOU HAVE PAID TO COMPANY WITH RESPECT TO THE SITE OR THE CONTENT WHICH IS THE SUBJECT OF THE CLAIM. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NO SETOFF. You shall not, and acknowledge that you will have no right to, withhold, offset, recoup or debit any amounts owed (or to become due and owing) to us under any circumstances against any other amount owed (or to become due and owing) to you by us.

INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY, OUR LICENSORS AND SERVICE PROVIDERS, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS'' FEES) ARISING OUT OF OR RELATING TO YOUR VIOLATION OF THESE TERMS OR YOUR USE OF THE SITES OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, YOUR USER CONTRIBUTIONS, ANY USE OF THE SITES OR THE CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OR ANY ADDITIONAL INSTRUCTIONS OR DOCUMENTATION PROVIDED WITH A SITE OR ANY CONTENT, AND YOUR USE OF ANY INFORMATION OBTAINED FROM THE SITE OR THE CONTENT. YOU ACKNOWLEDGE THAT CERTAIN PRODUCTS BEAR A RISK OF PERSONAL INJURY, AND YOU FURTHER AGREE TO INDEMNIFY COMPANY, OUR LICENSORS AND SERVICE PROVIDERS, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS FROM ANY SUCH INJURY, INCLUDING ANY RESULTING LIABILITY, TO YOU OR ANY THIRD PARTY.

GOVERNING LAW AND JURISDICTION. All matters relating to the Sites, the Content, and these Terms (including any policies incorporated by reference), and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms, the Sites or Content shall be instituted exclusively in the federal courts of the United States or the courts of the State of Oklahoma in each case located in the City of Tulsa and County of Tulsa. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THESE TERMS, INCLUDING ANY SITE OR ANY CONTENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS, INCLUDING ANY SITE, CONTENT, PRODUCT OR SERVICE, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

COMPLIANCE WITH LAW. You acknowledge and agree that you will comply with all applicable laws, regulations, and ordinances, and that you have and will maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out your obligations with respect to any Product, Service or Transaction.

WAIVER AND SEVERABILITY. No waiver by Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under these Terms shall not constitute

a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

ENTIRE AGREEMENT. These Terms and our Privacy Policy, together with any applicable agreement, constitute the sole and entire agreement between you and Company with respect to the Sites and the Content and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Sites and the Content.

TERMINATION. You agree that Company may, at our sole discretion, deny you access to the Sites or the Content and disable any username and password associated with you for any reason, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. We reserve the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the Sites and the Content offered under the Sites (or any part thereof) with or without notice. You agree that neither Company nor our directors, officers, employees, agents, successors, or assigns shall be liable to you or to any third-party for any modification, suspension or discontinuance of the Sites or the Content offered under the Sites.

NO THIRD-PARTY BENEFICIARIES. You acknowledge that these Terms benefit solely you and us (and any other party to a Transaction) and their respective permitted successors and assigns, and nothing in these Terms, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature.