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Use of Site

You agree that Calton Hill affords access to and use of the site as a privilege at its sole discretion, and provides no guarantee that such privilege will be made available at any time in the future. In accessing the Site, you agree to be obligated by the Terms and all disclaimers presented within the Site now or at any time in the future. We may revise these Terms at any time and for any reason. Your continued use of the Site after any such revision(s) constitutes your acceptance of such revised terms and conditions. If you do not agree to review these legal notices and to adhere to these Terms for any reason, you agree that your only remedy is to terminate use of the Site.

Privacy Notice

Please review our Privacy Policy for information on the collection, utilization, and disclosures of information from users of the Site. Your use of the Site denotes your consent to the data collection practices stated in our Privacy Policy.

No Obligation, Advice, or Offer

You concede that all content provided within this Site is only for informational purposes and is not intended to represent any obligation to accept or solicit any form of business or any offer to buy or sell any held assets or securities, and may not be relied upon in connection with any offer or sale of held assets or securities. Calton Hill makes no representations that any information provided within the Site is current, complete, or accurate. You are solely responsible for evaluating the risks and merits regarding the use of the Site and any services referenced herein.

Calton Hill does not operate the Site to provide any business, investment, or other advice, and nothing on the Site shall be inferred as a recommendation that you pursue or engage in any business strategy or investing method. You should consult with your own expert advisors with respect to your individual circumstances and needs before any engagement with a company for services.

No Representation or Warranty of Past Performance

Any reference to prior performance data or related comments noted within the Site are an indication of past performance. You concede that past performance is not indicative of future results and no representation or warranties are being made that any engagement is likely to, or will, achieve similar success as accomplished in the past.

Content & Restrictions

All content included within the Site, including logos, text, images, graphics, and other items, is the property of Calton Hill or others giving us permission for use and is protected by copyright and other laws. Nothing contained on the Site should be inferred as granting any license or right to use any trademarks or content displayed within the Site without the written permission of Calton Hill or any third party that may own a trademark or content displayed within the Site. Nothing in these Terms shall constitute a waiver of any trademark or other intellectual property rights concerning name, logo or trademark. Please be advised that Calton Hill may enforce its intellectual property rights to the fullest extent by law.

The information, displayed items, and other content within the Site may not be copied, reproduced, modified, licensed, published, distributed, monetized, or used to create a derivative production or otherwise used for commercial or public intents without the express written consent of Calton Hill. Permission is required from Calton Hill for (1) any information or data harvesting; (2) commercial use of items within this site; and (3) significant printing of site information and other items. Unauthorized use of such information may violate trademark, copyright, privacy, and communications laws and regulations. When visiting the Site, you warrant that you shall not violate or provide for any violation of any corresponding international, federal, state, or local law, regulation, ordinance, or code. The privilege and permission to use the Site in accordance with the Terms will be immediately terminated upon your breach of any provisions contained in these Terms.

Restricted Access to Partner Site

Certain restricted and secure components of The Site (the “Partner Site”) will require user registration and login credentials in order to obtain access. Registration and credentials are provided by Calton Hill’s technical support desk on an invitation only basis. Registered users must enter the secure Partner Site by entering their login credentials in the designated area of the Site (the “Partner Login”). If granted access, you are responsible for all actions related to the use of your login credentials and agree to take all measures necessary to safeguard them from fraud or abuse. Do not share your Site password with anyone, including anyone from Calton Hill as we will never ask you for your password. If, at any time, you become aware of any unauthorized use, loss, or theft of your login credentials, you must immediately notify Calton Hill at techsupport@caltonhillcm.com. Calton Hill will not, directly or indirectly, be held liable for any loss or damages of any kind suffered as a result of, or related to, your failure to adhere to the Terms.

Confidentiality

All data, information, and other intellectual property (“Confidential Information”) provided through the Partner Site is confidential and proprietary to Calton Hill. This Confidential Information includes, but is not limited to, all analysis, financial statements, reports, and other information provided within the Partner Site. You agree to adopt and use best efforts to maintain the confidentiality of all Confidential Information. You will not disclose any Confidential Information to any entity or person, or use it for any purpose other than that which has been permitted by Calton Hill in writing.

Conflicting Agreements

No provisions in these Terms is intended to revise or supersede any other written agreement you may have with Calton Hill (“Other Agreements”), if any, which may currently be in force. In the event of any conflict between these Terms and any Other Agreements, all Other Agreements will supersede such Terms.

Non-Circumvention

When using the Partner Site, you may have access to Confidential Information which may not be covered by another binding Confidentiality & Non-Circumvention Agreement. You agree to not use any Confidential Information provided in our Partner Site to directly or indirectly circumvent Calton Hill in any of its business dealings, ongoing or future engagements, or transactions. You acknowledge that any use of Confidential Information to directly or indirectly circumvent Calton Hill as described herein may cause significant and unwarranted economic, general, and speculative damages to Calton Hill and/or other injured party(ies).

Compliance & Liability

Your privilege to access the Site requires compliance with these Terms and any Other Agreements. Your breach of any provision of these Terms or Other Agreements will automatically, without the requirement of notice of other actions, revoke and terminate your privilege to access the Site and Partner Site. You acknowledge that you will be held fully liable for any damages, misappropriation, conversion, trespass to chattels, and all other claims and causes, without regard to the injured party or claimant’s identity, resulting from any breach of the Terms provided herein or relating to your continued use of the Site after such breach.

Disclaimer

ALL DATA, INFORMATION, AND OTHER INTELLECTUAL PROPERTY AND MATERIALS PROVIDED WITHIN THE SITE AND ALL INFORMATION SERVICES PROVIDED THROUGH THE SITE ARE OFFERED AS IS, AS IT BECOMES AVAILABLE, AND WITH ALL FAULTS. CALTON HILL DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, AND WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

Limitation of Liability

BY ENTERING AND USING THE SITE, YOU ACKNOWLEDGE: (1) THAT YOU ACCEPT COMPLETE RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH YOUR USE OF THE SITE; (2) THAT YOU USE THE SITE AT YOUR OWN RISK; AND (3) THAT CALTON HILL SHALL NOT BE HELD LIABLE FOR ANY DAMAGES, LIABILITIES, OR LOSSES OF ANY KIND ASSOCIATED WITH YOUR USE OF OR INCAPACITY TO USE THE SITE, INCLUDING AND WITHOUT LIMITATION, INCIDENTAL, DIRECT, INDIRECT, COMPENSATORY, OR PUNITIVE DAMAGES REGARDLESS OF WHETHER ANY

PURPORTED OR ASSERTED LIABILITY IS BASED ON TORT, CONTRACT, OR ANY OTHER SOURCE, REGARDLESS OF WHETHER CALTON HILL HAS BEEN INFORMED OF THE PROBABILITY OF ANY SUCH DAMAGES; (4) THAT CALTON HILL SHALL NOT BE HELD LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES, LOSSES OR LIABILITIES, IN CONNECTION WITH YOUR RELIANCE ON OR USE OR INCAPACITY TO USE THE DATA, INFORMATION, AND OTHER INTELLECTUAL PROPERTY, AND MATERIALS, SITE INFORMATION SERVICES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN ACCESSIBILITY OR TRANSMISSION, DEVICE VIRUSES, NETWORK FAILURE, OR OTHER DEVICE MALFUNCTION. THIS LIMITATION INCLUDES DAMAGES TO, OR FOR ANY VIRUSES THAT INFECT YOUR COMPUTER EQUIPMENT; (5) THAT CALTON HILL RESERVES THE RIGHT TO REVISE OR REMOVE ANY CONTENT FROM THE SITE OR SUSPEND OR TERMINATE YOUR USE WITH ANY MEANS, AT ANY TIME, AND FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH MODIFICATIONS TO CONTENT OR ACCESS.

Governing Law

You acknowledge that use of the Site and any related disputes shall be governed in every manner by the laws of the State of Texas, without giving effect to its conflict of laws principles. The failure of Calton Hill to act with regard to a breach of these Terms by you or others does not constitute any waiver and will not limit Calton Hill's rights with respect to any such breach or any successive breaches. The Site is owned and managed for use in the United States and Calton Hill makes no representations or warranties that data, information, and other materials on this Site are appropriate for use in other countries. You should not access or use the Site if it is, in any way, prohibited in your current country of domicile to do so. Those who choose to access this Site outside the United States do so at their own risk and are completely responsible for compliance with their local laws and regulations.

Termination

Calton Hill reserves the right to terminate your access to the Site and block any future access to the Site in any manner and without notice at its sole discretion, regardless of the Terms provided herein.

Severability

In the event that any of the provisions of these Terms shall be held to be invalid or unenforceable, such provisions shall first be construed in a manner that would make them valid or enforceable. If any provision(s) cannot be construed in a manner that would make it enforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect. Any failure to enforce any provision of the Terms shall not constitute a waiver thereof or of any other provision.

Entire Agreement

These terms, coupled with our Privacy Policy, constitute the final and entire agreement between you and Calton Hill with respect to the public access areas of the Site, and supersedes any prior communication or understanding (whether written, verbal, or electronic) or agreement regarding these public access areas of the Site. Users who access the Partner Site may be required to agree to additional terms and conditions during the registration process. These Terms are not intended to amend or modify Other Agreements between you and Calton hill on other or related matters.

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