

# 2022 Terms & Conditions of Use

We, WESTERN STATES INVESTMENTS, the Operators of this Website, provide it as a public service to our users.

Please carefully review the following basic rules that govern your use of our WESTERN STATES INVESTMENTS Website. Please note that your use of our WESTERN STATES INVESTMENTS Website constitutes your unconditional agreement to follow and be bound by these Terms and Conditions of Use. If you (the "User") do not agree to them, do not use the WESTERN STATES INVESTMENTS Website, nor provide any information or materials to Our Website or download any materials from Our Website.

The Operators of the WESTERN STATES INVESTMENTS Website reserve the right to update or modify these Terms and Conditions at any time without prior notice to User. Your use of the WESTERN STATES INVESTMENTS Website following any such change constitutes your unconditional agreement to follow and be bound by these Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions of Use whenever you use the WESTERN STATES INVESTMENTS Website.

These Terms and Conditions of Use apply to the use of the WESTERN STATES INVESTMENTS Website and do not extend to any linked third-party sites. These Terms and Conditions and our Privacy Policy, which are hereby incorporated by reference, contain the entire agreement (the "Agreement") between you and the Operators with respect to the WESTERN STATES INVESTMENTS Website. Any rights not expressly granted herein are reserved.

#### **Permitted and Prohibited Uses**

You may use the WESTERN STATES INVESTMENTS Website for the sole purpose of reviewing our available products and services, providing any inquiry(ies) for assistance, or to be contacted back by us. You may not use the WESTERN STATES INVESTMENTS Website to violate any applicable local, state, national, or international law, including without limitation any applicable laws relating to antitrust or other illegal trade or business practices, federal and state securities laws, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any U.S. laws, rules, and regulations governing the export and re-export of commodities or technical data.

You may not download or transmit any material that infringes or misappropriates any person's copyright, patent, trademark, or trade secret, or disclose via the WESTERN STATES INVESTMENTS Website any information the disclosure of which would constitute a violation of any confidentiality obligations you may have.

You may not upload any viruses, worms, Trojan horses, or other forms of harmful computer code, nor subject the Website's network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed disruptive to the ordinary operation of the WESTERN STATES INVESTMENTS Website.

You are strictly prohibited from communicating on or through the Website in any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

You are expressly prohibited from compiling and using other Users' personal information, including addresses, telephone numbers, fax numbers, email addresses or other contact information that may appear on the WESTERN STATES INVESTMENTS Website, for the purpose of creating or compiling marketing and/or mailing lists and from sending other Users unsolicited marketing materials, whether by facsimile, email, or other technological means.

You also are expressly prohibited from distributing any Users' personal information to third-parties for marketing purposes. The Operators shall deem the compiling of marketing and mailing lists using Users' personal information, the sending of unsolicited marketing materials to Users, or the distribution of Users' personal information to third-parties for marketing purposes as a material breach of these Terms and Conditions of Use, and the Operators reserve the right to terminate or suspend your access to and use of the WESTERN STATES INVESTMENTS Website and to suspend or revoke your membership access.

The Operators note that unauthorized use of any Users' personal information in connection with unsolicited marketing correspondence also may constitute violations of various state and federal antispam statutes. The Operators reserve the right to report the abuse of Users' personal information to the appropriate law enforcement and government authorities, and the Operators will fully cooperate with any authorities investigating violations of these laws.

## **User Submissions**

The Operators do not want to receive highly confidential or proprietary information from you through the WESTERN STATES INVESTMENTS Website. Any material, information, or other communication you transmit or post ("Contributions") to the WESTERN STATES INVESTMENTS Website will be considered as non-confidential.

Any and all contributions to this site are licensed by you and subsequently under license to afford our Operators use of said information.

## **User Discussion Lists and Forums**

The Operators may, but are not obligated to, monitor, or review any areas on the WESTERN STATES INVESTMENTS Website where users transmit or post communications or communicate solely with each other, including but not limited to: user forums and email lists, and the content of any such communications. The Operators, however, will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. The Operators may edit or remove content on the WESTERN STATES INVESTMENTS Website at their discretion at any time.

### **Use of Personally Identifiable Information**

Information submitted to the WESTERN STATES INVESTMENTS Website is governed according to the Operator's current Privacy Policy and the stated license of this website.

You agree to provide true, accurate, current, and complete information when registering with the WESTERN STATES INVESTMENTS Website. It is your responsibility to maintain and promptly update your account information to keep it true, accurate, current, and complete. If you provide any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, incomplete, or not current, we reserve the right to suspend or terminate your account without notice and to refuse any and all current and future use of the WESTERN STATES INVESTMENTS Website.

Although sections of the WESTERN STATES INVESTMENTS Website may be viewed simply by visiting the WESTERN STATES INVESTMENTS Website, in order to access some Content and/or additional features offered at the WESTERN STATES INVESTMENTS Website, you may need to sign on as a guest or register as a member. If you create an account on the WESTERN STATES INVESTMENTS Website, you may be asked to supply your name, address, a User ID, and password. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur in connection with your password or account. You agree to immediately notify us of any unauthorized use of either your password or account or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access the Website using your account or User ID. You grant the Operators and all other persons or entities involved in the operation of the WESTERN STATES INVESTMENTS Website the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Website and in the provision of services to you. The Operators cannot and do not assume any responsibility or liability for any information you submit, or your or third-parties' use or misuse of information transmitted or received using the WESTERN STATES INVESTMENTS website. To learn more about how we protect the privacy of the personal information in your account, please visit our WESTERN STATES INVESTMENTS Privacy Policy.

# Indemnification

You agree to defend, indemnify and hold harmless the Operators, agents, vendors or suppliers from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to your use or misuse of the WESTERN STATES INVESTMENTS Website, including, without limitation, your violation of these Terms and Conditions, the infringement by you, or any other subscriber or user of your account, of any intellectual property right or other right of any person or entity.

# Termination

These Terms and Conditions of Use are effective until terminated by either party. If you no longer agree to be bound by these Terms and Conditions, you must immediately cease use of the WESTERN STATES INVESTMENTS Website. If you are dissatisfied with the WESTERN STATES INVESTMENTS Website, our content, or any of these terms, conditions, and policies, your sole legal remedy is to discontinue using the WESTERN STATES INVESTMENTS Website. The Operators reserve the right to terminate or suspend your access to and use of the WESTERN STATES INVESTMENTS Website, or parts of the WESTERN STATES INVESTMENTS Website, without notice, if we believe, in our sole discretion, that such use: (i) is in violation of any applicable law; (ii) is harmful to our interests or the interests, including intellectual property or other rights, of another person or entity; or (iii) where the Operators have reason to believe that you are in violation of these Terms and Conditions of Use.

# WARRANTY DISCLAIMER

THE WESTERN STATES INVESTMENTS WEBSITE AND ASSOCIATED MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE OPERATORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. THE OPERATORS MAKE NO REPRESENTATIONS OR WARRANTY THAT THE WESTERN STATES INVESTMENTS WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT YOUR USE OF THE WESTERN STATES INVESTMENTS WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO THE OPERATORS MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WESTERN STATES INVESTMENTS WEBSITE. THE OPERATORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WESTERN STATES INVESTMENTS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE WESTERN STATES INVESTMENTS WEBSITE.

IN NO EVENT SHALL THE OPERATORS OR ANY OF THEIR AGENTS, VENDORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE, MISUSE OF OR INABILITY TO USE THE WESTERN STATES INVESTMENTS WEBSITE, EVEN IF THE OPERATORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WESTERN STATES INVESTMENTS WEBSITE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR BUSINESS INTERRUPTION THAT RESULTS FROM THE DOWNLOAD OF CONTENT. THE OPERATORS SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INFORMATION OR IDEAS CONTAINED, SUGGESTED OR REFERENCED IN OR APPEARING ON THE WESTERN STATES INVESTMENTS WEBSITE. YOUR PARTICIPATION IN THE WESTERN STATES INVESTMENTS WEBSITE IS SOLELY AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE OPERATORS OR THROUGH THE OPERATORS, THEIR EMPLOYEES, OR THIRD PARTIES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ACKNOWLEDGE, BY YOUR USE OF THE WESTERN STATES INVESTMENTS WEBSITE, THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK.

**LIABILITY LIMITATION** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL THE OPERATORS OR ANY OF THEIR AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO USER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WESTERN STATES INVESTMENTS WEBSITE OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR FOR ANY INFORMATION OBTAINED THROUGH THE WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF THE OPERATORS HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

THE OPERATORS'S TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH THE WESTERN STATES INVESTMENTS WEBSITE WILL NOT EXCEED FIVE U.S. DOLLARS (\$5.00). USER AGREES AND ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL BASIS OF THE BARGAIN AND THAT THE OPERATORS WOULD NOT PROVIDE THE WEBSITE ABSENT SUCH LIMITATION.

### General

The Website is hosted in the United States. The Operators make no claims that the Content on the Website is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. The provisions of the UN Convention on Contracts for the International Sale of Goods will not apply to these Terms. A party may give notice to the other party only in writing at that party's principal place of business, attention of that party's principal legal officer, or at such other address or by such other method as the party shall specify in writing. Notice shall be deemed given upon personal delivery or facsimile, or, if sent by certified mail with postage prepaid, 5 business days after the date of mailing, or, if sent by international overnight courier with postage prepaid, 7 business days after the date of mailing. If any provision herein is held to be unenforceable, the remaining provisions will continue in full force without being affected in any way. Further, the parties agree to replace such unenforceable provision with an enforceable provision that most closely approximates the intent and economic effect of the unenforceable provision. Section headings are for reference purposes only and do not define, limit, construe or describe the scope or extent of such section. The failure of the Operators to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit the Operators' rights with respect to such breach or any subsequent breaches. Any action or proceeding arising out of or related to this Agreement or User's use of the Website must be brought in the courts of Belgium, and you consent to the exclusive personal jurisdiction and venue of such courts. Any cause of action you may have with respect to your use of the Website must be commenced within one (1) year after the claim or cause of action arises. These Terms set forth the entire understanding and agreement of the parties, and supersedes any and all oral or written agreements or understandings between the parties, as to their subject matter. The waiver of a breach of any provision of this Agreement shall not be construed as a waiver of any other or subsequent breach.

### Links to Other Materials

The Website may contain hyperlinks to sites owned or operated by independent third-parties. These links are provided for your convenience and reference only. We do not control such sites and, therefore, we are not responsible for any content posted on these sites. The fact that the Operators offer such links should not be construed in any way as an endorsement, authorization, or sponsorship of that site, its content or the companies or products referenced therein, and the Operators reserve the right to note its lack of affiliation, sponsorship, or endorsement on the Website. If you decide to access any of the third-party sites linked to by the Website, you do this entirely at your own risk. Because some sites employ automated search results or otherwise link you to sites containing information that may be deemed inappropriate or offensive, the Operators cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in third party sites, and you hereby irrevocably waive any claim against us with respect to such sites.

**Notification of Possible Copyright Infringement** In the event you believe that material or content published on the WESTERN STATES INVESTMENTS Website may infringe on your copyright or that of another, please contact us @ www.westernstatesinvestments.com.