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This Agreement is governed by the Electronic Signatures in Global and National Commerce Act (E-Sign Act). You agree to the terms and conditions set forth in this Agreement by any act demonstrating your assent thereto, including clicking any button containing the words "I agree" or similar content.

ACCESS TO THE SITE

It is a condition of your use of the Site and related services that all information you provide will be correct, current, and complete. If Capitalized Assets believes the information you provide is not correct, current, or complete, it may, without limitation, terminate access to the Site or any of its services, in addition to any other remedies available under this Agreement or applicable law.

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You may use the Site only for purposes expressly permitted by the Site. Unauthorized use of the Site or any of the materials and/or Content contained therein terminates this limited license effective immediately.

You may not use the Site for any other purpose whatsoever without Capitalized Assets express prior written consent. Without the express prior written authorization, you may not, without limitation: (a)

duplicate the Site or any of the materials and/or Content contained therein; (b) create derivative works based on the Site or any of the materials and/or Content contained therein; (c) use the Site or any of the materials and/or Content contained therein for any commercial purpose, or for any public display, public performance, sale or rental; (d) distribute the Site or any of the materials and/or Content contained therein; (e) remove any copyright or other proprietary notices from the Site, Intellectual Property or any of the materials and/or Content contained therein; (f) frame or utilize any framing techniques in connection with the Site or any of the materials and/or Content contained therein; (g) use any meta-tags or any other "hidden text" using the Intellectual Property; (h) "deep-link" to any page of any of the Site (including the homepage); (i) circumvent any encryption or other security tools used anywhere on the Site (including the theft of user names and passwords or using another person's user name and password in order to gain access to a restricted area of any of the Site); (j) use any data mining, robots or similar data gathering and extraction tools on the Site; (k) decompile, reverse engineer, modify or disassemble any of the software aspect of the Site and/or Content, except and only to the extent permitted by applicable law; (l) sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the materials and/or Content or any of your rights to access and use the materials and/or Content as granted above; or (m) bookmark any page of the Site beyond the home page. You agree to cooperate with Capitalized Assets in causing any unauthorized use to cease immediately. You hereby agree not to publish, disseminate or submit any defamatory, offensive or illegal material while using the Site or other services included on the Site. You are solely responsible for submitting any material that violates any United States or International laws even if a claim arises after your service is terminated, and, by doing so, your actions shall constitute a material breach of this Agreement and the Site shall terminate all your rights under this Agreement. You agree that all materials you submit will be accessible to other users and will not be secure or private. You hereby agree that you have been noticed that all communications submitted to the Site can be accessed by agents, operators, and other users, regardless if they are the intended recipients of the messages.

MEMBER, ACCOUNT, PASSWORD AND SECURITY

You will use your email address and password that you must provide in order to gain access to the Site. You represent and warrant that you will not disclose to any other person your password and that you will not provide access to the Site to anyone. You are solely responsible for maintaining the confidentiality of your email address and password and are fully responsible for all activities that occur under your email address and password. We will not release your password for security reasons. You agree to (a) immediately notify Capitalized Assets of any unauthorized use of your password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. You are liable and responsible for any unauthorized use of the Site until you notify Capitalized Assets by e-mail regarding that unauthorized use. Unauthorized access to the Site is illegal and a breach of this Agreement.

RESTRICTIONS ON COMMUNICATIONS; YOUR LIABILITY

You agree not to post, submit, publish, display, disseminate, or otherwise communicate any defamatory, obscene, pornographic, profane, inaccurate, abusive, threatening, offensive, or illegal material, or any material that would violate or infringe the patent, copyright, trademark, rights of publicity, privacy rights or other rights of any person or entity. You further acknowledge and understand that transmission or publication of any material that violates any federal, state, or local law in the United States or anywhere else in the world, is strictly prohibited and that your transmission or publication of such material shall

constitute a material breach of this Agreement entitling Capitalized Assets to immediately terminate Your right to access or use the Site without notice.

You acknowledge and agree that you, and not Capitalized Assets, shall be solely responsible and liable for all damages, liability or other consequences, foreseen or unforeseen, for anything that you submit, publish, display, disseminate or otherwise communicate through the Site even if a claim for damages or liability should arise after termination of service.

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YOU EXPRESSLY AGREE THAT USE OF THE SITE OR ANY OF THE MATERIALS AND/OR CONTENT CONTAINED THEREIN IS AT YOUR OWN AND SOLE RISK. THE SITE AND ALL MATERIALS AND/OR CONTENT CONTAINED THEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. CAPITALIZED ASSETS MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SITE OR ANY MATERIALS AND/OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES CAPITALIZED ASSETS MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE SITE OR ANY OF THE MATERIALS AND/OR CONTENT CONTAINED THEREIN. YOU ALSO UNDERSTAND AND AGREE THAT ANY MATERIAL, AND/OR SOFTWARE, AND/OR DATA DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR ANY OF THE MATERIALS AND/OR CONTENT CONTAINED THEREIN IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA. YOU UNDERSTAND THAT CAPITALIZED ASSETS CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES AND/OR INFORMATION AVAILABLE FOR DOWNLOADING FROM THE INTERNET WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MAY MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. CAPITALIZED ASSETS DOES NOT ASSUME ANY RESPONSIBILITY OR RISK FOR YOUR USE OF THE INTERNET. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

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INDEMNITY

You agree to defend, indemnify, and hold Capitalized Assets and its officers, directors, shareholders, employees, independent contractors and agents, harmless from and against any and all claims, actions, liabilities, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from your use, misuse, or inability to use the Site or any of the materials and/or Content contained therein, or your breach of any of the terms and conditions set forth in this Agreement. Capitalized Assets shall promptly notify you by electronic mail of any such claim or suit, and cooperate fully (at your expense) in the defense of such claim or suit. Capitalized Assets may participate in the defense of such claim or defense at its own expense, and choose its own legal counsel, but is not obligated to do so.

LINKS

Some web sites that are linked to the Site are owned and operated by third parties. Because Capitalized Assets has no control over such sites and resources, you acknowledge and agree that Capitalized Assets is not responsible for the availability of such external sites or resources, and do not screen or endorse them, and is not responsible or liable for any content, advertising, services, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Capitalized Assets shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods or services available on or through any such site or resource. If you decide to access any such third party sites, you do so entirely at your own risk and subject to any terms and conditions and privacy policies posted therein.

REMOVAL OF CONTENT

Capitalized Assets reserves the right at any time to implement a "notice and takedown" procedure upon receipt of any notification of claimed infringement. Capitalized Assets also reserves the right at any time to remove or disable access to any material or activity accessible on or from the Site that Capitalized Assets, in its sole discretion deem inappropriate for the Site.

FORCE MAJEURE

Capitalized Assets shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to: acts of nature, such as fire,

flood, earthquakes, hurricanes, tropical storms or other natural disasters; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software, for so long as such event continues to delay Capitalized Assets performance.

GOVERNING LAW AND VENUE

This Agreement and all matters arising out of or otherwise relating to this Agreement shall be governed by the laws of the State of Ohio, excluding its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. You hereby submit to the personal jurisdiction of the state and federal courts of the State of Ohio, County of Hamilton. Exclusive venue for any litigation permitted under this Agreement shall be with the state and federal courts located in Hamilton County.

LIQUIDATED DAMAGES

The Site's integrity and success rely, in part, upon users posting completely accurate information. The parties agree that a knowing failure to provide correct, current, and complete information during the registration and use of the Site is a material breach of this Agreement, which will damage Capitalized Assets. Because it is difficult to ascertain the amount of damages, it is hereby agreed that the sum of \$25,000 shall constitute fair and adequate liquidated damages should you post and/or submit false and/or incomplete information. This shall be in addition to any other remedies that may be available hereunder or by law.

RIGHTS TO INJUNCTIVE RELIEF

Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach, and that an aggrieved party shall therefore be entitled to seek injunctive relief in the event of any such breach, in addition to seeking all other remedies available at law or in equity.

ASSIGNMENT

The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be. Neither these Terms and Conditions nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred, in whole or in part by you.

SEVERABILITY

If for any reason a court of competent jurisdiction or an arbitrator finds any provision of these Terms and Conditions, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of these Terms and Conditions will continue in full force and effect.

COMPLETE AGREEMENT

This Agreement, together with the Privacy Policy posted on the Site, constitute the entire agreement between the parties with respect to your access and use of the Site and the materials and/or Content contained therein, and supersede and replace all prior or contemporaneous understandings or

agreements, written or oral, regarding such subject matter (except, to the extent applicable, any download agreement or similar contract governing the parties' rights and responsibilities in connection with any specific Materials and/or Content downloadable from the Site).

MODIFICATIONS

Capitalized Assets reserves the right to change any of the provisions posted herein and you agree to review these Terms and Conditions each time you visit the Site. Your continued use of the Site following Capitalized Assets posting of any changes to these Terms and Conditions constitutes your acceptance to such changes. Capitalized Assets does not and will not assume any obligation to provide you with notice of any change to these Terms and Conditions. Unless accepted by Capitalized Assets in writing, these Terms and Conditions may not be amended by you.

GENERAL PROVISIONS

Capitalized Assets reserves the right to limit or terminate at any time this Agreement and/or access to the Site if any term(s) of this Agreement is or are violated by you, or if we are unable to verify any information that you provide. You The termination of this Agreement for any reason whatsoever shall not release you from (i) any liability, obligation or agreement that at the time of termination of this Agreement you had already accrued; (ii) any liability, obligation or agreement that you may accrue in respect of any act or omission prior to the termination of this Agreement; or (iii) any liability, obligation or agreement pursuant to this Agreement which is intended to be performed by you after the termination of this Agreement, including, but not limited to, the payment of all accrued monies owed or owing to Capitalized Assets under this Agreement.

Without prior notice, Capitalized Assets reserves the right in its sole discretion to change, charge for, suspend, discontinue, or limit access to any aspect of the Site at any time, including the availability of any of the Site's features, database, or Content. Capitalized Assets may, without notice, terminate or suspend any user's access to all or part of the Site if it determines, in its sole and absolute discretion that such user has violated any of the terms and conditions set forth in this Agreement.

This Agreement shall be treated as though it were executed and performed in Cincinnati, Ohio, and shall be governed by and construed in accordance with the laws of the State of Ohio (without regard to conflict of law principles). Any cause of action by you with respect to the Site (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth above. The language in this Agreement shall be interpreted as in accordance with its fair meaning and not strictly for or against either party. Capitalized Assets failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.