

BREED'S HILL CAPITAL, LLC

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Breed’s Hill Capital, LLC Copyright Agent
87 Warren Street
Charlestown, MA 02129
617-580-3440

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- (d) information reasonably sufficient to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address;
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11. *Indemnity*

You agree to indemnify, defend and hold BHC, its parents, subsidiaries, affiliates, shareholders, directors, officers, employees and agents, harmless from any claim, demand, liability, expense, or loss, including reasonable attorneys' fees, made by any third party due to or arising out of, or in any way connected with your use of or access to the Site or your violation of these Terms.

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13. *General*

In the event that any provision of these Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, the determination shall affect only the portion of the provision determined to be invalid, unenforceable, or void, and shall not affect the remainder of that provision in any way. You agree to allow a court or arbitrator to replace such an invalid, unenforceable, or void provision with a valid provision which is as similar as possible in substance to the invalid, unenforceable, or void provision. BHC's failure to act with respect to any breach by you does not constitute a waiver of our right to act with respect to subsequent or similar breaches.

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States shall govern. You hereby consent to personal jurisdiction by the state and federal courts located in Boston, Massachusetts.

BHC may assign its rights and duties under these Terms without such assignment being considered a change to the Terms and without notice to you. You may not assign these Terms without the prior written consent of BHC.

These Terms, the Privacy Policy, any operating rules, policies, or procedures that may be posted from time to time by BHC on the Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter hereof and supersede all prior understandings and agreements, whether written or oral, as to such subject matter. Nothing contained in these Terms shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

14. *Acknowledgment*

By accessing this Site or registering with BHC, you agree to all the terms and conditions of these Terms. You acknowledge (a) that you have read and understood these Terms and that you have the authority to agree to such Terms; and (b) that these Terms have the same force and effect as a signed agreement.

15. *Contact Information*

If you have any questions regarding these Terms or the Site, please contact BHC at:

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