

**NASAA ELECTRONIC FILING DEPOSITORY
GENERAL TERMS OF USE**

1 These General Terms of Use; the Website.

- 1.1 **The Website and EFD System.** These General Terms of Use constitute an agreement between the North American Securities Administrators Association, Inc. (“NASAA”) and each individual (“You” and variations thereof such as “Your”) who uses or accesses the applications, content, data, or services available on or through the website operated by NASAA and accessible at <https://www.efdnasaa.org> (the “Website”).

NASAA, itself or through its third party agents, offers or will offer through a restricted portion of the Website various on-line applications, content, data and services (the “**Electronic Filing Depository System**,” “**EFD System**” or “**EFD**”) for the purpose of permitting filers with registered EFD user accounts to make certain filings and reports (“**Filings**”) with or to U.S. state and territorial securities regulators that participate in the EFD System.

- 1.2 **Unrestricted Versus Restricted Portions of the Website.** These General Terms of Use apply to Your use of any unrestricted portion of the Website, including the search functionality, which permits users without registered EFD accounts to search and view Filings made by registered EFD users. The status of the Filings, or other information set forth in such Filings, may change from time to time.

If You desire to use a restricted portion of the Website, You must register for a user account and, in such case, additional Filer Terms of Use or State Regulator Terms of Use, as applicable, will apply to You in addition to these General Terms of Use. In the event of any conflict between these General Terms of Use and the Filer Terms of Use or State Regulator Terms of Use, the Filer Terms of Use or State Regulator Terms of Use, respectively, shall take precedence with respect to the access to or use of any service, application, data or content accessed through the restricted Filer or State Regulator portion, as applicable, of the Website.

- 1.3 **Your Acceptance of the Agreement.** Every access to, or other use of, the Website by You, indicates Your acceptance of and agreement to be bound by these General Terms of Use and such other additional or different terms, conditions, rules or policies that are posted on, or to which You may be directed in connection with, the Website, as the same may be modified by NASAA from time to time (collectively, the “**Agreement**”). Your use of the Web Site is conditioned upon Your acceptance, without modification, of all provisions of the Agreement. Any information accessed, requested or provided through, and the services, data, content, and applications accessible via, the Web Site must be accessed, requested and used in accordance with the provisions of the Agreement.

- 1.4 **Modification of the Agreement.** NASAA reserves the right to modify any of the terms of the Agreement, including these General Terms of Use, from time to time at its sole discretion and will provide notice of material changes thereto at the home page of the Website. You should periodically check the General Terms of

Use link on the Website home page to view the then-current applicable General Terms of Use. Your use of the Website, or any of the applications, services, data or content accessible through the Website, after such notice has been posted constitutes Your acknowledgement and acceptance of such changes to the General Terms of Use. The Agreement may not be altered or amended orally. Only NASAA has the right to alter or amend the Agreement and such alteration or amendment shall only be in writing.

2 Grant of License Rights and Certain Restrictions; NASAA Right to Modify; System Configuration Requirements.

2.1 **License to Use the Website.** Subject to compliance with the terms and conditions of the Agreement, NASAA hereby grants to You a revocable, non-exclusive, non-transferable license to access and use the unrestricted portion of the Website (meaning the portion which is available to users without a registered user account), which shall include the right to download, copy and print the data and other content available on such portion of the Website, in all cases the Website and such data and other content to be used solely for lawful purposes, solely for Your own personal or professional use, and otherwise in accordance with the terms and conditions of the Agreement. You shall have no right to grant sublicenses or similar commercial rights under the foregoing license. Except as otherwise expressly permitted by applicable law or by the Agreement, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded data or other content from the Website will be permitted without the express written permission of NASAA and, if applicable, the owner of any exclusive proprietary rights in such data or other content. You acknowledge that You do not acquire any ownership rights by downloading data or other content from the Website. For the avoidance of doubt, You are neither restricted nor prohibited by NASAA from obtaining a copy of any Filing, or of the information set forth therein, from a source other than the Website. The data and information in the Filings viewable via the Website are the property of the respective U.S. state and territorial securities regulators that participate in the EFD System. Therefore, the use of that data and information may be further restricted by the laws of the applicable state or territory. You agree that it is Your responsibility to comply with any and all applicable laws and regulations governing the use of the Website or of any data and information obtained from the Website.

2.2 **Modifications by NASAA.** NASAA reserves the right at any time and from time to time, in its sole discretion, to change the hours of availability of the Website and to make changes to the applications, data, content or services available thereon, including the right to remove or discontinue, temporarily or permanently, any such applications, data, content or services, or any portions or functionality thereof, without obligation to provide any notice of such changes to You. NASAA shall not be liable to You or to any third party for any liabilities caused by any changes made in accordance with this Section 2.2.

2.3 **No Other Rights Granted.** NASAA or its third-party licensors own all copyrights in and to all content, including all information, text, images, data,

links, graphics, software, tools, functionality, services or other material accessible through the Website. You may use the Website only to the extent expressly authorized or licensed under this Section 2. All other rights with respect to such content and the Website generally (and any reproductions or derivative works of the foregoing), whether now existing or that may hereafter come into existence, are reserved for NASAA or its third-party licensors, as applicable. Without limiting the generality of the foregoing, You shall not engage in, participate in or knowingly permit any other use of such content or the Website generally, including the resale, rental or distribution of such content or the Website generally to any third party, or the modification or translation of, or creation of derivative works based on, any part of such content or the Website generally. In particular, without limiting the foregoing, You shall not engage in, participate in or knowingly permit (i) any disassembly, decompilation or other reverse engineering of any part of any software contained within such content or the Website generally or the functions or operations thereof, or any other attempt to derive the source code thereof or (ii) the removal or alteration of any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in such content or on the Website generally.

- 2.4 **System Configuration Requirements.** You acknowledge that access to and use of the Website is conditioned upon having Internet access, software and hardware meeting the requirements set forth in in System Configuration Requirements document available on the Website home page, as the same may be amended by NASAA from time to time. You acknowledge that You shall be responsible for meeting the System Configuration Requirements, and for obtaining and maintaining all Internet connections, hardware and other equipment needed for access to and use of the Website, in each case at Your own expense.

3 Submission of Information, Content and Feedback.

- 3.1 **Submission of Information.** The NASAA EFD Site Privacy Policy, available on the Website home page, governs personal and other information You provide to NASAA or its agents pursuant to Your use of the Website. You hereby agree that NASAA may use such information in accordance with the terms of the NASAA EFD Site Privacy Policy, as the same may be modified by NASAA from time to time. For the avoidance of doubt, defined terms used within the Privacy Policy shall have the meanings given to such terms within the Privacy Policy and defined terms used within these General Terms of Use shall have the meanings given to them herein.

- 3.2 **Content Submissions.** You shall not, and shall not permit others to, upload, post or otherwise make available on or to the Website any content protected by copyright, trademark or other proprietary right without the express written permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any content is not protected by applicable law rests with You. You shall be responsible for any liabilities resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting content to the Website, You automatically

grant, or warrant that the owner of such content has expressly granted, NASAA a royalty-free, perpetual, irrevocable, non-exclusive, unlimited right and license to use, reproduce, modify, display, perform and distribute such content (in whole or in part) worldwide and to incorporate it into other works in any form, media or technology now known or hereafter developed for the full term of any copyright or other right that may exist in such content for the purpose of operating the Website.

- 3.3 **Feedback Submissions.** You are not obligated to provide NASAA with any ideas, suggestions or proposals regarding the Website (“**Feedback**”); provided, however, that to the extent You do provide NASAA or its agents with such Feedback, You hereby grant NASAA a royalty-free, perpetual, irrevocable, non-exclusive, unlimited right and license to use, reproduce, modify, display, perform and distribute such Feedback (in whole or in part) worldwide.

4 NASAA Monitoring; Restrictions on Your Conduct; Security

- 4.1 **Monitoring.** NASAA shall have the right, but not the obligation, to monitor the content of the Website to determine compliance with the Agreement and to satisfy any applicable law or authorized government request. NASAA shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Website.

- 4.2 **Your Conduct.** You shall not, and shall not permit others to, use the Website for any unlawful purpose. You shall not, and shall not permit others to, post or transmit through the Website any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without NASAA’s express prior written approval, contains advertising or any solicitation with respect to products or services. You shall not, and shall not permit others to, use the Website, or the data or other content contained therein or obtained therefrom, to advertise or perform any commercial solicitation. You shall not offer, or permit others to offer, any data or other content of any kind obtained from the Website for commercial purposes, or as part of a subscription service or similar arrangement. You will not use, or permit others to use, data or other content of any kind obtained from the Website to develop or create a database to be sold, leased, licensed or otherwise made available (either commercially or free of charge). You will not use, or permit others to use, any data mining, robots, or similar data gathering and extraction methods to monitor or copy the Website, including the applications, data, content and services accessible thereby, in bulk, or to make voluminous, excessive or repetitive requests for information from the Website, or otherwise take any action that imposes an unreasonable or disproportionately large load on the Website. You shall not, and shall not permit others to, use any device, software or routine to bypass any software or hardware that prohibits volume requests for information from the Website.

- 4.3 **Security.** You will not, and will not permit others to, violate or attempt to violate the security of the Website. Without limiting the generality of the foregoing, You will not, and will not permit others to, do or attempt to do any of the following: (i) access data or other content not intended for Your use or log into a server or account connected to the Website that You are not authorized to access; (ii) probe, scan or test the vulnerability of any system or network connected to the Website or breach the Website security or authentication measures without proper authorization; or (iii) impair the Website or any system or network connected to the Website or interfere with the use of the Website by any other user.

5 Disclaimers; Limitations on Liability; Your Responsibilities.

- 5.1 **No Reliance.** UNDER NO CIRCUMSTANCES WILL NASAA OR ITS AGENTS OR SUPPLIERS BE LIABLE FOR ANY LIABILITIES RESULTING FROM YOUR RELIANCE ON DATA OR INFORMATION CONTAINED IN ANY CONTENT AVAILABLE ON OR THROUGH THE WEBSITE. IT SHALL BE YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY DATA, INFORMATION, OPINION, ADVICE OR OTHER CONTENT ACCESSIBLE THROUGH THE WEBSITE. YOU ARE RESPONSIBLE FOR SEEKING THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SUCH DATA, INFORMATION, OPINION, ADVICE OR OTHER CONTENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH DATA, INFORMATION, OPINION, ADVICE OR OTHER CONTENT SHOULD NOT BE RELIED UPON BY YOU FOR PERSONAL, MEDICAL, LEGAL, INVESTMENT, OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. □ □

- 5.2 **Disclaimers.** NASAA AND ITS AGENTS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AUTHENTICITY, AVAILABILITY, TIMELINESS OR ACCURACY OF THE WEBSITE, INCLUDING THE APPLICATIONS, DATA, CONTENT AND SERVICES AVAILABLE ON OR THROUGH THE WEBSITE AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE, AND ALL SUCH APPLICATIONS, DATA, CONTENT AND SERVICES, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NASAA, ON BEHALF OF ITSELF AND ITS AGENTS AND SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE (OR ANY PART THEREOF) INCLUDING ALL APPLICATIONS, DATA, CONTENT AND SERVICES AVAILABLE ON OR THROUGH THE WEBSITE, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT NASAA OR ITS AGENTS OR SUPPLIERS KNOW, OR HAVE REASON TO KNOW, OR HAVE BEEN

ADVISED OF OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) IN ALL CASES, WHETHER SUCH WARRANTIES ARE ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING.

SPECIFICALLY, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NASAA, ON BEHALF OF ITSELF AND ITS AGENTS AND SUPPLIERS, DOES NOT REPRESENT OR WARRANT: (i) THAT THE WEBSITE, INCLUDING THE APPLICATIONS, DATA, CONTENT OR SERVICES AVAILABLE ON OR THROUGH THE WEBSITE, WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, (ii) THAT DEFECTS, ERRORS OR INACCURACIES IN THE WEBSITE, INCLUDING THE APPLICATIONS, DATA, CONTENT OR SERVICES AVAILABLE ON OR THROUGH THE WEBSITE, WILL BE CORRECTED, (iii) THAT ANY RESULTS OBTAINED VIA THE USE OF THE WEBSITE, INCLUDING THE APPLICATIONS, DATA, CONTENT AND SERVICES AVAILABLE ON OR THROUGH THE WEBSITE, WILL BE ACCURATE, EFFECTIVE OR RELIABLE, OR (iv) THAT THE WEBSITE, OR THE SERVERS THAT MAKE THE SAME AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

FURTHER, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NASAA AND ITS AGENTS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY, DEPENDABILITY, SECURITY, AUTHENTICITY OR COMPLETENESS OF DATA TRANSMITTED OVER THE INTERNET, AND UNDER NO CIRCUMSTANCES WILL NASAA OR ITS AGENTS OR SUPPLIERS BE LIABLE FOR ANY LIABILITIES RESULTING FROM ANY INTRUSION, VIRUS, DISRUPTION, LOSS OF COMMUNICATION, LOSS OR CORRUPTION OF DATA, OR OTHER ERROR OR EVENT CAUSED OR PERMITTED BY OR INTRODUCED THROUGH, THE INTERNET OR YOUR SERVERS.

YOU ACKNOWLEDGE THAT NETWORK OR SERVER PROBLEMS WITH THE INTERNET MAY PREVENT YOU FROM ACCESSING OR USING THE WEBSITE.

5.3 **Sole and Exclusive Remedy.** IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THE TERMS OF THE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

5.4 **Exclusions of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NASAA, ITS AGENTS OR SUPPLIERS BE LIABLE TO YOU (OR TO ANY PERSONS OR ENTITIES WHOSE CLAIMS ARE BASED ON OR DERIVED FROM RIGHTS CLAIMED BY YOU) FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, LOSS

OF DATA, TRADING LOSS, LOSS OF PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING: (i) THE USE OF OR INABILITY TO USE, (ii) THE PERFORMANCE OR NON-PERFORMANCE OF, (iii) THE UNAUTHORIZED ACCESS TO, THEFT, LOSS OR ALTERATION OF, OR (iv) THE SUITABILITY, RELIABILITY, AUTHENTICITY, AVAILABILITY, TIMELINESS OR ACCURACY OF, THE WEBSITE, INCLUDING THE APPLICATIONS, DATA, CONTENT AND SERVICES AVAILABLE ON OR THROUGH THE WEBSITE, WHATEVER WAY THEY MAY ARISE, WHETHER IN WARRANTY, STRICT LIABILITY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF NASAA OR ITS AGENTS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 5.5 **Exceptions to Limitations under Applicable Law.** BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES UNDER APPLICABLE LAW, SOME OR ALL OF THE ABOVE LIMITATIONS, DISCLAIMERS AND EXCLUSIONS SET FORTH IN THIS SECTION 5 MAY NOT APPLY UNDER APPLICABLE LAW.
- 5.6 **Third Party Services and Websites.** The Website may include links to other websites that are owned or operated by third parties (“**Third Party Sites**”). NASAA does not have any control over or responsibility for the content, terms of use, quality, completeness, accuracy, nature, practices or policies of the Third Party Sites and is not responsible or liable for any content, advertising, products, services or other materials on or available from the Third Party Sites (“**Third Party Services**”). You agree that access to and use of the Third Party Sites and Third Party Services by You shall be at Your own risk and neither NASAA nor its agents shall be liable for any liabilities incurred or alleged to be incurred by or in connection with Your use of or reliance on any such Third Party Sites or Third Party Services.
- 5.7 **Your Responsibilities.** Without limiting the generality of the exclusions set forth in this Section 5, and except as provided otherwise in the Agreement, You shall be exclusively responsible as between the parties for, and NASAA makes no representation or warranty with respect to: (i) determining whether the Website will achieve the results desired by You; and (ii) ensuring the accuracy of any data input by You into the Website.

6 Termination

- 6.1 **By NASAA.** NASAA reserves the right, in its sole discretion, to terminate Your access to the Website, or to any portion thereof, including to any or all of the applications, content, data and services available on or through the Website, for any reason or for no reason, without notice.

- 6.2 **By You.** You may terminate the Agreement at any time by permanently ceasing use of the Website.
- 6.3 **Effects of Termination.** NASAA shall not be liable to You or to any third party for any liabilities caused by the termination of the Agreement or by the termination of Your access to the Website in accordance herewith. Termination of the Agreement for any reason shall not release You or NASAA from any liabilities which, at the time of such termination, have already accrued to the other party or which are attributable to a period prior to such termination. Termination of the Agreement, for any reason, shall be without prejudice to any other rights or remedies of You or NASAA.
- 6.4 **Survival.** The provisions of Sections 2.3 (No Other Rights Granted), 3 (Submission of Information, Content and Feedback), 5 (Disclaimers; Limitations on Liability, Your Responsibilities), 6.3 (Effects of Termination), this 6.4 (Survival) and 7 (Miscellaneous) of the Agreement and the respective obligations of the parties under the Agreement that by their nature or expressly would continue beyond the termination of the Agreement shall survive any termination of the Agreement.
- 7 Miscellaneous.**
- 7.1 **Use Outside of the U.S.** The Website is controlled, operated, and administered by NASAA from within the United States of America. NASAA makes no representation that the Website, including any application, data, content or services accessible thereby, is appropriate or available for use outside the United States. Access to the Website from territories where any applications, data, content or services accessible thereby are illegal is prohibited. If You use or access the Website from a location outside of the United States, You shall be responsible for compliance with all local laws.
- 7.2 **Assignment.**
- (a) You may not assign or transfer the Agreement or any of Your rights or obligations hereunder without NASAA's express, prior written consent, which may be withheld by NASAA in its sole discretion. Any attempted assignment or delegation other than as permitted herein shall be null, void, and of no effect. Subject to the foregoing, the Agreement shall be binding upon, and shall inure to the benefit of, You and Your heirs, representatives, successors and assigns.
- (b) NASAA may assign or transfer the Agreement, or any of its rights or obligations hereunder, without Your consent. The Agreement shall be binding upon NASAA and its successors and assigns.
- 7.3 **Governing Law.** The Agreement, and the relationship between You and NASAA under the Agreement, shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflicts of law principles.
- 7.4 **Consent to Jurisdiction and Venue; Waiver of Jury Trial.** You and NASAA agree that the federal and "state" courts sitting in the District of Columbia shall

have exclusive jurisdiction to resolve any claim or dispute (including all counterclaims and cross-claims) arising from or relating to the Agreement or Your use of the Website and You and NASAA hereby irrevocably submit to the jurisdiction of such courts for such purpose. Notwithstanding the foregoing, NASAA shall have the right to institute judicial proceedings against You in other jurisdictions in order to enforce NASAA's rights hereunder through specific performance, injunction or similar equitable relief. You and NASAA each expressly waive any right to a jury trial.

- 7.5 **Headings.** The section headings used in the Agreement are for reference and convenience only and shall not enter into the interpretation thereof.
- 7.6 **No Waiver.** No waiver by NASAA of any right or remedy hereunder shall be valid unless the same is in writing and signed by NASAA. No such written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of the Agreement or of any subsequent breach of the Agreement. The failure by NASAA to enforce its rights under the Agreement at any time for any period shall not be construed as a waiver of such rights.
- 7.7 **Relationship of the Parties.** You agree that no joint venture, partnership, employment, or agency relationship exists between You and NASAA as a result of the Agreement or Your use of the Website.
- 7.8 **Severability.** In the event that any provision of the Agreement is held unenforceable by a court or other tribunal of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in the Agreement.
- 7.9 **Notification of Copyright Infringement.** NASAA respects the rights of all copyright holders and in this regard, NASAA has adopted and implemented a policy that provides for the termination in appropriate circumstances of users, including EFD account holders, who infringe the rights of copyright holders. If You believe that Your work has been copied in a way that constitutes copyright infringement, please provide NASAA's Copyright Agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512:
- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - (b) Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit NASAA to locate the material;

- (d) Information reasonably sufficient to permit NASAA to contact the complaining party;
- (e) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries under the Digital Millennium Copyright Act please contact:

NASAA
750 First Street, N.E. Suite 1140
Washington, DC 200062
Attn: General Counsel
Phone: (202) 737-0900
Fax: (202) 783-3571

- 7.10 **Notice to U.S. Government Users.** If pursuant to Your use of the Website any NASAA software or documentation is acquired by You on behalf of a unit or agency of the U.S. government, the government agrees that such software or documentation is “commercial computer software” or “commercial computer software documentation” and that, absent a written agreement with NASAA to the contrary, the government’s rights with respect to such software or documentation are limited by the terms of the Agreement, pursuant to FAR Section 12.212 and/or DFARS Section 227.7202-1, as applicable.
- 7.11 **Entire Agreement.** The Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between You and NASAA with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter; provided, however, that, for the avoidance of doubt, Your use of the data, content and functionality of the restricted portion of Website shall also be governed by the additional terms of use applicable thereto, as further described in Section 1.2.

These Terms of Use were last updated on November 25, 2014.