

## **AEGIS FINANCIAL LLC**

### **ONLINE SERVICES AGREEMENT**

Welcome to Aegis Financial. Use of this site is subject to the terms and conditions contained in the Aegis Online Services Agreement (the “OSA”) set forth below. In continuing to access or use our site, you agree to be bound by those terms and conditions within the OSA applicable to your use.

If you are registering as a prospective investor in Aegis Financial’s Preferred Return Units (a “PRU”), please confirm that you have read the OSA before clicking “**I AGREE**” below.

#### **CONSENT TO ELECTRONIC RECORDS AND SIGNATURE**

The OSA, other online agreements, and our web site include important disclosures and regulatory information that are associated with Aegis Financial’s products. From time to time, we may ask that you review important disclosures or agreements applicable to the Aegis Financial products and/or services.

When you click “**I AGREE**” below, you will consent to electronic delivery of the OSA and associated materials in electronic format.

By clicking “**I AGREE**” you will also be providing your electronic signature that will affirm:

- You understand and intend that the OSA is a legally binding agreement and the equivalent of a signed, written contract; You will use all Aegis services, and our web sites generally, in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions of the OSA and any other applicable rules, guidelines or other conditions that govern the use of a particular Aegis service as they may be amended by Aegis from time to time; and
- You understand, accept, and have received the OSA and its terms and conditions, and acknowledge and demonstrate that you can access the OSA and other materials and services on our web site.

If you do not agree with the terms and conditions in the OSA, please select “**CANCEL**” below and you will exit the registration process. You should be aware, however, that the use of any Aegis service, including our web site, is subject to the terms and conditions of the OSA. This Agreement will always be available for your review via a link at the bottom of the Aegis home page. Once you click “**I AGREE**” below, we will create an electronic record of your agreement and you will be able to continue with the application process. Please carefully review the following terms and conditions.

**\*\*PLEASE READ THE ENTIRE OSA CAREFULLY\*\***

**SCOPE**

Aegis Financial LLC (“Aegis,” “we” or “us”) operates the Aegis Services, either alone or in conjunction with its affiliates, agents and partners. The Aegis Online Services Agreement (“OSA” or “Agreement”) applies to Aegis’s web sites, other electronic channels as described below, and electronic content, services and tools, as well as any features or content we may add in the future. We refer to all of the above as “Aegis Services.” This Agreement applies to all Aegis Services regardless of the means by which you access such Aegis Services. You may also be required to adhere to additional rules, guidelines or other conditions that govern the use of a particular Aegis Service (“Rules and Guidelines”) at the time you register for or use that Aegis Service. The OSA incorporates by reference the Rules and Guidelines of any Aegis Service for which you register.

**REVISIONS AND RELATION TO OTHER AGREEMENTS OR DISCLOSURES**

We may revise the OSA at any time and you agree to be bound by future revisions. It is your responsibility to periodically review the most current terms and conditions. If you have an account with Aegis, your customer relationship with Aegis is also governed by your account agreements. If there is any conflict between (1) the OSA and (2) your account agreements, then your account agreements will govern. Aegis may also offer other services from time to time that are governed by different or additional terms and conditions. Aegis Services are subject to any disclosures or disclaimers found within the Aegis Services.

**REGISTRATION**

By creating an Aegis account, once fully authorized by us after completion of the application and suitability processes, you will be able to view and control certain aspects of your Aegis account, including the ability to acquire PRUs and to request redemption of your PRUs electronically via a web form or our proprietary system. In order to create an account, you must provide Aegis with certain information that is true, accurate, current and complete. You agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from Aegis for any purpose. You are responsible for maintaining the accuracy of your account information at all times. You are responsible for maintaining the confidentiality of your account login information and are fully responsible for all activities that occur under the account. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur within any Aegis Service through the use of your application and/or registration information. You agree to notify Aegis immediately of any unauthorized use, suspected unauthorized use, or any other breach of security of the account. Aegis is not responsible for any loss or damage arising from your failure to comply with these requirements. We agree to treat with care the information you entrust to us, in accordance with the disclosures we give during the application and registration process and in our Privacy Policy.

**AEGIS’S LICENSE TO YOU**

Aegis grants to you a single, limited, nonexclusive, non-transferable, worldwide personal license to access and use the Aegis Services; provided, that you remain in compliance with the terms and conditions applicable to your Aegis account.

### **USE OF THIRD PARTY SERVICE PROVIDERS**

Aegis may use third party service providers to assist in providing certain Aegis Services with or without notice to you (each, a “Third Party Service Provider”). Aegis may also change or eliminate Third Party Service Providers as it deems necessary or appropriate from time to time. You consent and authorize us to delegate the authorizations you provide to Aegis to its Third Party Service Provider(s) as Aegis deems necessary or desirable to provide the applicable Aegis Service to you. You agree that the terms and conditions of the OSA, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such Third Party Service Providers and such Third Party Service Providers are deemed to be third party beneficiaries of the OSA, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement. You also agree that all references to “Aegis” within the OSA and any incorporated terms are also deemed to include, where applicable, Aegis’s agents, such as the Third Party Service Providers.

To protect the privacy and security of your personal information, Third Party Service Providers will only be authorized to use or maintain your personal information only in accordance with Aegis’s privacy policy.

### **NOTICES, COMMUNICATIONS, AND ELECTRONIC SIGNATURES**

You agree to accept all communications from us regarding use of the Aegis Services at the addresses you provide during registration. Please promptly update any changes to your registration information. We are entitled to rely on the e-mail address and U.S. mail address that you last provided to us. You agree to waive all claims resulting from failure to receive communications because of changes in your e-mail or U.S. mail address. If you register for an Aegis Service, you are granting us permission to communicate with you by e-mail. You can opt not to receive such information from us in the future by following the instructions in any e-mail that we send to you.

You agree to be bound by any affirmation, assent, or agreement you transmit through the Aegis Services you access by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent you give to receive communications from us solely through electronic transmission. You agree that, when in the future you click on an “I agree,” “I consent” or other similarly worded “button” or entry field with your mouse, keystroke or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

### **NO INVESTMENT ADVICE OR RECOMMENDATIONS**

The Aegis Services are for informational purposes only. Although Aegis Services may provide information relating to investments and opportunities to buy or sell securities, you should not construe any such information, features, tools or other content available through any Aegis Service as legal, tax, investment, financial or other advice. Nothing contained in any Aegis Service or any other content on our web site constitutes a solicitation, recommendation, endorsement, or offer by Aegis or a Third Party Service Provider to buy or sell any securities or other financial instruments.

You alone assume the sole responsibility of evaluating the merits and risks associated with the use of any Aegis Service before making any investment, financial, legal, tax, or other decisions. In exchange for using Aegis Services, you agree not to hold Aegis or any Third Party Service Provider liable for any possible claim for damages arising from any decision you make based on information made available to you through any Aegis Service.

### **THIRD PARTY RELATIONSHIPS**

Aegis and/or its employees or directors as well as its affiliates, consultants and Third Party Service Providers may, as principal or agent, provide services to Aegis for a fee. Such parties may also engage, for their own account or for the account of others, in other business ventures similar to that of Aegis or otherwise, and neither Aegis nor any account holder shall be entitled to any interest therein. As such, there may exist a conflict of interest on the part of certain persons or entities providing services to Aegis.

### **SECURITY OF DATA TRANSMISSIONS AND STORAGE**

You acknowledge that there is a risk that data, including e-mail, electronic and wireless communications and personal data, may be accessed by unauthorized third parties when communicated between you and Aegis or between you and other parties.

### **INTELLECTUAL PROPERTY RIGHTS**

You agree that Aegis retains all intellectual property rights in the Aegis Services and the web sites and other formats of delivery of the same to you. As such, you agree that you shall not: (a) use, reproduce, distribute or permit others to use, reproduce or distribute any of Aegis's intellectual property rights for any purpose other than as specified in the OSA; (b) make Aegis's intellectual property rights available to unauthorized third parties; (c) rent, electronically distribute, timeshare, or market Aegis's intellectual property rights by interactive cable, remote processing services, service bureau or otherwise; or (d) directly or indirectly modify, reverse engineer, decompile, disassemble, or derive source code from any Aegis's intellectual property rights except as expressly authorized by Aegis.

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Aegis or its content suppliers and protected by international copyright laws. The compilation of all content on this site is the exclusive property of Aegis, with copyright authorship for this collection by Aegis, and protected by international copyright laws.

Except as otherwise expressly permitted by this OSA, Aegis's trademarks and trade dress may not be used in connection with any product or service that is not Aegis's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Aegis. All other trademarks not owned by Aegis or its subsidiaries that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Aegis or its subsidiaries.

Aegis grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written

consent of Aegis. This license does not include any resale or commercial use of this site or its contents: any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Aegis. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Aegis and our associates without express written consent. You may not use any meta tags or any other “hidden text” utilizing Aegis’s name or trademarks without the express written consent of Aegis. Any unauthorized use terminates the permission or license granted by Aegis.

Notwithstanding anything in this OSA to the contrary, nothing contained herein shall be construed as:

- a warranty or representation by Aegis as to the validity or scope of any of the intellectual property embodied by or encompassed within the Aegis Services; or
- a warranty or representation that use of the Aegis Services will be free from infringement of any patents other than those under which licenses have been granted hereunder; or
- an agreement to prosecute actions or suits against third parties for infringement or conferring any right to bring or prosecute actions or suits against third parties for infringement; or
- conferring any right not expressly set forth herein to use in advertising, publicity, or otherwise, any trademark, trade name, or names, or any contraction, abbreviation, or simulation thereof, of Aegis; or
- conferring by implication, estoppel, or otherwise, upon a user or merchant, any license or other right under any patent, copyright, mask work, trade secret, trademark, or other intellectual property right except the licenses and rights expressly granted hereunder; or
- an obligation to furnish any technical information or know-how related to the Aegis Services.

#### **LIMITATIONS OF LIABILITY**

Under no circumstances shall Aegis be liable for any indirect, incidental, consequential, special or exemplary damages (even if advised of the possibility of such damages), such as, but not limited to, loss of revenue, profits or business, costs of delay, costs of lost or damaged data or documentation, or such party’s liabilities to third parties arising from any source. Under no circumstances shall the entire liability of @Pay under these Terms of Service, with respect to any subject matter contained in or contemplated by these Terms of Service under any contract, negligence, strict liability or other legal or equitable theory, exceed the aggregate fees paid or payable to @Pay by a user or merchant for use of the services and/or the Licensed Technology pursuant to these Terms of Service during the three-month period immediately prior to the date

the cause of action arose. In addition to and without limiting the previous liabilities, @Pay shall have no liability for any failure or delay resulting from conditions beyond reasonable control of @Pay, including but not limited to governmental action or acts of terrorism, riots, earthquake, fire, flood or other acts of God, labor conditions, power failure, or Internet disturbance.

### **DIGITAL MILLENNIUM COPYRIGHT ACT**

If you are a copyright owner, or an agent thereof, and believe that any content utilized by the Aegis Services infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted 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;
- 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 the Platform provider to locate the material;
- Information reasonably sufficient to permit Aegis to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have 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
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For clarity, only DMCA notices should go to the Aegis Copyright Office: [copyright@aegis.financial.com](mailto:copyright@aegis.financial.com). And in writing to: Copyright Office, Aegis Financial LLC, P.O. Box 1068, Ruston, Louisiana 71273; any other feedback, comments, requests for technical support, and other communications should be directed to Aegis through <http://www.aegis.financial.com/support>. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

### **USA PATRIOT ACT NOTICE**

To aid the government in deterring and preventing acts regarding money laundering and terrorism, federal law requires that all financial institutions set up standards for collecting and verifying identity. It is possible that Aegis may have certain responsibilities and/or obligations now or in the future pursuant to these laws and regulations. If such is or becomes the case, Aegis may be required to provide certain information about you and/or your accounts. Aegis will always strictly adhere to such laws and regulations.

### **RESTRICTED ACTIVITIES**

Regarding your use of your account, our web site, or your interactions with Aegis, you will not do the following:

- breach this OSA or any other agreement that you have agreed to or with Aegis
- violate any law, statute, ordinance, or regulation
- infringe on Aegis's or any third party's copyright, patent, trademark, trade secret, or other intellectual property rights, privacy rights, or rights of publicity
- provide false or inaccurate information
- create an Aegis account with temporary or falsified personal information including an email address, phone number or name that is not yours
- act in a manner that is defamatory, trade libelous, unlawfully threatening or harassing
- refuse to cooperate in an investigation or provide confirmation of your identity
- control an account that is linked to another account that has engaged in any restrictive activities
- use an anonymizing proxy
- disclose or distribute a user's personal information to a third party or use the information for marketing purposes without consent
- facilitate any viruses, Trojan horses, worms or other computer programming routines that may detriment, interfere with, or surreptitiously intercept or expropriate any system, data or information
- use any automatic device including a robot or a spider to monitor or copy our web site
- use any device to bypass our robot exclusion headers or interfere with the web site or Aegis Services
- take any action that may cause a loss to us from our internet providers or other Third Party Service Providers.

#### **YOUR LIABILITY AND POSSIBLE ACTIONS**

You are responsible for ensuring that your use of the Aegis Services is in compliance with all federal, state, and local laws and regulations.

#### **DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY**

This site is provided by Aegis on an "as is" and "as available" basis. Aegis makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, or products included on this site. You expressly agree that your use of this site is at your sole risk. To the full extent permissible by applicable law, Aegis disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Aegis does not warrant that this site, its servers, or email sent from Aegis are free of viruses or other harmful components. Aegis will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. Certain state laws do

not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

### **LIMITATION OF LIABILITY AND INDEMNIFICATION**

You agree to indemnify and hold aegis and its affiliates, agents, employees, and licensors (including the Third Party Service Providers) harmless from any claim, demand, loss, costs or expense, including attorneys' fees, made by any person arising out of your violation of this agreement, state or federal securities laws or regulations, or any other person's rights, including but not limited to infringement of any copyright or violation of any proprietary or privacy right.

Under no circumstances, including but not limited to a negligent act, will Aegis or its affiliates, agents, employees, or licensors (including Third Party Service Providers) be liable for any damages of any kind that result from the use of, or the inability to use, any aegis service, even if any such party has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

In no event will Aegis or its Third Party Service Providers be liable to you or any third party for any tort, contract or any other liability arising in connection with the use of a Aegis service. Aegis and its Third Party Service Providers will under no circumstances be liable to you and/or any third party, regardless of the form of action, for any loss of profits, goodwill, use, data or other intangible losses, or any direct, indirect, special, consequential, incidental or punitive damages whatsoever, even if Aegis or its Third Party Service Providers has been advised of the possibility of such damages resulting from: (a) the use or the inability to use the Aegis Services; (b) the timeliness, deletion, misdelivery, or failure to store any user data, communications or personalization settings; (c) the cost of getting substitute goods and services resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the aegis services; (d) unauthorized access to or alteration of your transmissions or data; (e) statements or conduct of anyone on the Aegis Services; (f) the use, inability to use, unauthorized use, performance or non-performance of any third party, even if the third party has been advised previously of the possibility of such damages; or (g) any other matter relating to the Aegis Services. You agree that you will not in any way hold Aegis responsible for any selection or retention of, or the acts or omissions of, third parties (including Third Party Service Providers) in connection with the Aegis Services.

In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail, then you expressly agree that under no circumstances will the total, aggregate liability of Aegis and its Third Party Service Providers, employees, distributors, agents or affiliates, to you or any party claiming by or through you for any cause whatsoever, exceed US\$100.00, regardless of the form of action and whether in contract, statute, tort or otherwise.

### **TERMINATION OF SERVICE**



You may close your account or cease using the Aegis Services at any time in compliance with the provisions regarding Withdrawal and/or Redemption contained in the Aegis Operating Agreement. You should contact Aegis's customer service personnel should you have any questions. Upon, and following, closure of your account or cessation of the Aegis Services, you will remain liable to Aegis for any fees, charges or other costs associated with your account prior to closure.

We may, in our sole and absolute discretion without liability to you or any third party, terminate your use of the Aegis Services for any reason, including without limitation inactivity or violation of this OSA or other policies we may establish from time to time.

Upon termination, we have the right to prohibit your access to the Aegis Services, including without limitation by deactivating your account, and to refuse future access by you or, if a business entity, its parent, affiliates or subsidiaries or its or their successors. Account closure procedures are covered in the Aegis Operating Agreement.

### **GOVERNING LAW**

The OSA and any other agreement applicable to the Aegis Services or your account shall be governed by and construed in accordance with the domestic laws of the State of Louisiana, without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Louisiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Louisiana. Except as provided hereinbelow with respect to arbitration, the exclusive venue for any action arising out of this Agreement shall be the federal or state courts located in Monroe, Louisiana (and any appellate courts thereof), and each party agrees to submit to the personal jurisdiction of each such court.

### **ARBITRATION; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL**

All disputes, claims and controversies ("Claims") arising under or relating to the OSA and any other agreement applicable to the Aegis Services or your account, except that a party may seek equitable remedies including injunctive or preliminary relief by proceeding in court, shall be resolved and adjudicated exclusively by binding arbitration in accordance with this provision. Arbitrations shall be conducted by three (3) arbitrators in accordance with the commercial arbitration rules of the American Arbitration Association, except as modified herein. A proceeding in arbitration may be commenced by written notice (a "Claim Notice") from one party (the "Claimant") to another party or parties (the "Respondent") setting forth in reasonable detail the Claim and designating an arbitrator selected by the Claimant. Within fifteen (15) days after receipt of the Claim Notice the Respondent shall, by written notice to the Claimant, designate an arbitrator selected by the Respondent. The two arbitrators so designated shall select the third arbitrator, who shall be independent of the parties to the dispute and of the other two arbitrators. In the event that the Respondent fails timely to designate an arbitrator or the two arbitrators selected by the parties are unable to agree upon the third arbitrator, either party may request that the American Arbitration Association fill the vacancy(ies) so created. Arbitrators need not be attorneys.

Arbitration is mandated as the dispute resolution procedure in an effort to expedite the dispute resolution process and avoid the delays and expense associated with litigation. Arbitrators will be mindful of those goals in conducting all proceedings hereunder. Nevertheless, the arbitrators shall determine all procedural and discovery matters and shall conduct the arbitration as they determine desirable. Arbitrations shall be conducted in Monroe, Louisiana.

All actions and decisions of the arbitrators shall be by majority vote, shall be in writing and shall be final and binding upon the parties and may be entered as a final judgment in any court having jurisdiction. All costs and expenses, including any filing fees associated with the arbitration and including reasonable attorneys' fees and expenses, shall be borne and paid by the non-prevailing party and shall be included in the award rendered by the arbitrators.

ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THE OSA AND ANY OTHER AGREEMENT APPLICABLE TO THE AEGIS SERVICES OR YOUR ACCOUNT VALIDLY INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF LOUISIANA SHALL BE LOCATED IN MONROE, OUCHITA PARISH, LOUISIANA, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH VALID SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT IF SENT TO THE LAST AVAILABLE ADDRESS ASSOCIATED WITH YOUR ACCOUNT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THE OSA OR ANY OTHER AGREEMENTS BY AND BETWEEN THE PARTIES HERETO IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE OSA ANY OTHER AGREEMENTS RELATED THERETO. YOU CERTIFY AND ACKNOWLEDGE THAT (A) NO REPRESENTATIVE OF AEGIS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT AEGIS WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) YOU HAVE CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (C) YOU MAKE THIS WAIVER VOLUNTARILY.

### **SEVERABILITY**

Aegis and you intend all provisions of the OSA to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, Aegis and you each intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of the OSA or any other agreement relating hereto is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; the OSA shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of the OSA shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another party to the OSA corresponding to the unenforceable provision.

### **MODIFICATION OF TERMS**

Please review our other policies posted on this site. We reserve the right to make changes to our site, policies, and the OSA at any time and without notice. It is your responsibility to review the OSA periodically for any changes. Your use of the Aegis Services following any amendment of the OSA will signify your assent to and acceptance of its revised terms.

Questions regarding this OSA or any other Aegis policy-related material can be directed to our support staff by clicking on the “**Contact Us**” link or by emailing us.

**CLICK “I AGREE” FOR YOUR SIGNATURE**

As noted above in the **CONSENT TO ELECTRONIC RECORDS** section, by clicking “**I AGREE**” you will be signing this Agreement with a binding electronic signature, and you acknowledge that you have read and understood this Agreement's terms and conditions.