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violation of any intellectual property or other right of a third party, your User Content, or from your violation of any applicable law.

Notification of Claimed Infringement

If an infringement has occurred, a copyright holder or other holder of intellectual property rights may send a written notification of claimed infringement to us at compliance@perigonwealth.com.

The notice must include the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the trademark or copyrighted work claimed to have been infringed, or, if multiple trademark or copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Information and documentation evidencing the claimant's ownership of rights in the trademark or copyrighted work that are allegedly infringed.
- (iv) 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 service provider to locate the material.
- (v) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (vi) 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.
- (vii) 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.

Individual Provisions

If any provision of the Terms of Service is found unenforceable, unlawful, or void, the remaining provisions will be unaffected and will continue to be deemed valid and enforceable.

International Use

When accessing the Website, you agree to comply with local rules, as well as the rules, laws, codes, and regulations of the country in which you reside and the country from which you access this website. You also agree to comply with the rules, laws, codes, and regulations about the transmission of information that is exported from the U.S. and any other relevant U.S and state

laws, regulations, and restrictions. To the extent any portion of the Website would be a violation of a local jurisdiction's laws, rules or regulations, the Website is not intended to be used in that jurisdiction and we ask you not to access the Website from such a location.

Termination Upon Violation of Terms

If you violate any of these Terms of Service, Perigon reserves the right to immediately terminate any rights granted to you and/or your access to the Website without notice or liability. Termination of your access or use will not waive or affect any other right or relief to which Perigon may be entitled to at law or in equity.

Changes to Terms of Service

Perigon may modify, suspend or discontinue all or any portion of its Website and the service offered therein at any time, with or without notice. Perigon reserves the right to modify these terms of service at any time. You agree to review the terms of use of this website periodically so that you are aware of any modifications. Your continued use of this website shall be deemed your acceptance of the relevant and, where appropriate, modified terms.

E-mail Communication

We may contact you by e-mail if you provide your e-mail address to us in any way. You agree that you will accept all electronic communications from us at your e-mail address and, similarly, will not make any claims against us if you do not receive any communications we send to your e-mail address. You agree to notify us promptly if your e-mail address changes. To see what personal information we collect when you sign up for any of our on-line services, and how we use, share, store and protect that information, see the Perigon Privacy Policy published on this Website.

Application of Law

These Terms of Service, including all Disclaimers, and your use of the Website, are governed by and construed in accordance with the internal laws of the State of Delaware, excluding that body of laws known as choice of law or conflict of laws. Subject to the provisions of this Section, all disputes, controversies, or claims arising out of or relating to this Agreement will be resolved through mandatory binding arbitration, before J.A.M.S. or its successor ("JAMS"), pursuant to the United States Arbitration Act, 9 U.S.C. Section 1, et seq. (the "Act") and the terms and conditions of this Agreement. The arbitration will be conducted in accordance with the provisions of J.A.M.S.'s Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration (the "JAMS Rules"), subject to the provisions of this Section. The terms set forth in this Agreement will control in the event of any inconsistency between such terms and the JAMS Rules. The parties will cooperate with JAMS and with each other in promptly selecting a single arbitrator from JAMS's panel of neutrals. If the parties fail to select an arbitrator within thirty (30) days following the date of either party's notice of demand to

conduct arbitration, then JAMS will appoint an arbitrator in accordance with the JAMS Rules. The award of the arbitrator will be in writing and will set forth findings of fact and conclusions of law. Judgment on the arbitrator's award will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. If for any reason JAMS or its successor no longer is in business, then the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator's fees will be shared equally by the parties, and each party will bear its own costs and attorneys' fees. All papers, documents, or evidence, whether written or oral, filed with or presented in connection with the arbitration proceeding will be deemed by the parties and by the arbitrator to be confidential information of both parties. The arbitrator chosen in accordance with these provisions will not have the power to alter, amend, or otherwise affect the terms of these arbitration provisions or the provisions of this Agreement. Notwithstanding the foregoing, nothing in this Section shall prevent either party from applying for and obtaining from a court a temporary restraining order and/or other injunctive relief. Any and all disputes against or otherwise involving Perigon regarding the content presented on the Website must be resolved through arbitration as set forth in this section.