

## **Website Use Terms & Conditions, January, 2007**

AS USED HEREIN, THE TERMS "YOU" AND "USER" SHALL MEAN ANY VISITOR TO THE WEBSITE.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. WE WILL NOTIFY YOU OF AMENDMENTS TO THESE TERMS AND CONDITIONS BY POSTING THEM TO THIS WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE.

You are strictly prohibited from unauthorized use of our systems or this website, including but not limited to unauthorized entry into our systems, misuse of passwords, or misuse of any information posted to this website.

You acknowledge that we may disclose and transfer any information that you provide through this Website to (i) any company within the Pacific Growth Equities, LLC group ("Pacific Growth"), its affiliates, agents or information providers; (ii) to any other person or entity with your consent; or (iii) if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law. You consent to the transmission, transfer or processing of such information to, or through, any country in the world, as we deem necessary or appropriate, and by using and providing information through this Website you agree to such transfers.

Use of this Website may be monitored, tracked and recorded. Anyone using this Website expressly consents to such monitoring, tracking and recording. You are responsible for being familiar with the current version of these Terms and Conditions posted on the Website during each session.

### **Copyright notices**

The works of authorship contained in this Website, including but not limited to all design, text, sound recordings, and images, are owned, except as otherwise expressly stated, by Pacific Growth Equities, LLC. Except as otherwise expressly stated herein, they may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use, or otherwise used in whole or in part in any manner without the owner's prior written consent, except to the extent permitted by the Copyright Act of 1976 (17 U.S.C. § 107), as amended, and then, only with notices of the owner's proprietary rights. Except for any third party exchange data, you may download information and print out a copy for your personal use, so long as you do not remove any copyright or other notice as may be contained in information, as downloaded.

### **Trademark notices**

"Pacific Growth Equities" is the marketing name for the financial services activities of Pacific Growth Equities, LLC and its subsidiaries. "Pacific Growth Equities," "Pacific Growth," "PacGrow," and other words or symbols used on this website to identify Pacific Growth Equities, LLC services are trademarks and service marks of Pacific Growth Equities, LLC. Other featured words or symbols used on this website to identify other parties' goods and services may be trademarks or service marks of those other parties.

### **Website content and materials**

The information on this Website is for information purposes only. It is believed to be reliable, but we do not warrant its completeness, timeliness or accuracy. User accesses, uses, and relies upon such content at User's own risk. Please seek the advice of professionals as necessary regarding the evaluation of any content on this Website. The information on this Website is not intended as an offer or solicitation for the purchase of any stock, any other security or any financial instrument or to provide any investment service or investment advice in any jurisdiction.

Other pages within this Website contain supplemental terms and conditions and additional disclosures and disclaimers, which are in addition to these terms and conditions, disclosures and disclaimers. In the event of a conflict, the supplemental terms and conditions and additional disclosures and disclaimers will govern for those sections or pages.

Materials and information posted on the Website may be printed for your use, provided, however, that third party exchange data, if any, may not be downloaded, printed or redistributed for any purposes whatsoever. Materials and information posted on the Website may not be duplicated, copied, re-disseminated or re-distributed to any other person or entity. Re-dissemination and re-distribution includes, without limitation, making any such materials and information available via the Internet or via any other electronic means of access.

All Pacific Growth research is subject to a disclaimer included in such research. Any material excerpted or summarized from a research report is subject to the terms of the disclaimer. The information on the Website, including research, is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. Any investments discussed on the Website may fluctuate in price or value. Investors may get back less than they invested. Changes in rates of exchange may have an adverse effect on the value of investments.

The value of the securities or financial instruments mentioned herein (including the income derived therefrom) may be adversely affected by changes in market prices and exchange rates, the imposition of taxes and other factors. Prices, opinions and estimates reflect our judgment on the date of original publication and are subject to change at any time without notice. Information concerning past performance is not necessarily a guide to future performance.

You agree that (i) you will not engage in any activities related to this Website that are contrary to applicable law, regulation or the terms of any agreements you have with us, and (ii) in circumstances where locations of this Website require identification for access, you will establish

commercially reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals. You agree that you will not use any robot, spider, other automatic device or manual process to monitor or copy our web pages, data or the content contained herein or for any other unauthorized purpose without our prior expressed written permission.

WE OR OUR SUPPLIERS MAY DISCONTINUE OR MAKE CHANGES IN THE INFORMATION, PRODUCTS OR SERVICES DESCRIBED HEREIN AT ANY TIME WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO YOU. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY OR, IF NO DATE IS STATED, THE DATE OF FIRST POSTING. WE DO NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY INFORMATION ON THIS WEBSITE. WE RESERVE THE RIGHT TO TERMINATE ANY OR ALL WEBSITE OFFERINGS OR TRANSMISSIONS WITHOUT PRIOR NOTICE TO YOU. FURTHERMORE, NO DISTRIBUTION OR SOLICITATION IS MADE BY US TO ANY PERSON TO USE THIS WEBSITE OR THE INFORMATION, PRODUCTS OR SERVICES IN JURISDICTIONS WHERE THE PROVISION OF THIS WEBSITE AND SUCH INFORMATION, PRODUCTS OR SERVICES IS PROHIBITED BY LAW.

### **Suitability and Appropriateness**

Securities or financial instruments mentioned in the Website may not be suitable or appropriate for all investors or in all geographical areas. Your particular needs, investment objectives and financial situation were not taken into account in the preparation of this Website and the materials contained herein. You must make your own independent decisions regarding any securities or financial instruments mentioned herein. The fact that Pacific Growth has made available to you through the Website, investment opinions and other information constitutes neither a recommendation that you enter into a particular transaction nor a representation that any financial instrument is suitable or appropriate for you. You should consider whether an investment strategy or the purchase or sale of any product is appropriate for you in the light of your particular investment needs, objectives and financial circumstances.

### **Potential Disruption of Service**

You shall be responsible for obtaining and maintaining all telephone, computer hardware, software, and other equipment needed to access and use this Website. Access to this Website may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- hardware failure, including among other things, failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- overload of system capacities;

- damage caused by severe **weather**, earthquakes, wars, insurrection, riots, terrorism, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- interruption (whether partial or total) of power supplies or other utility of service;
- strike or other stoppage (whether partial or total) of labor;
- governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
- any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond our control.

If access to this Website is unavailable, delayed or limited, or if this Website does not operate quickly and efficiently, you may be unable to retrieve information on a timely basis. If your operations are dependent on such communications with us, and such communications are disrupted or delayed, you may suffer losses. Pacific Growth will not be liable for any such loss.

### **Links to other sites**

Links to unaffiliated websites are provided solely as pointers to information on topics that may be useful to users of this Website, and we have no control over the content on such unaffiliated websites. If you choose to link to a website we do not control, we make no warranties, either express or implied, concerning your use of or inability to use such site, the content of such site, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose, nor do we warrant that such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. We do not guarantee the authenticity of documents on the Internet. Links to unaffiliated sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information, or services offered at such sites, or any representation regarding the content at such sites and we expressly disclaim any such endorsement or representation. In addition, these third party websites may have a privacy policy or security practices different from this Website so it is important to read the policies of those sites before sharing your personal information.

### **LIMITATION OF LIABILITY**

BECAUSE OF THE POSSIBILITY OF HUMAN AND MECHANICAL ERROR AS WELL AS OTHER FACTORS, THE WEBSITE (INCLUDING ALL INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE) IS PROVIDED "AS IS" AND "AS AVAILABLE". WE, OUR AFFILIATES, AND ANY THIRD PARTY DATA PROVIDERS:

- ARE NOT PROVIDING ANY WARRANTIES AND REPRESENTATIONS REGARDING THE WEBSITE;
- DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE WEBSITE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR A PARTICULAR PURPOSE;

- DO NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE MATERIALS AND INFORMATION; AND
- WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, COMPUTER VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN THIS WEBSITE, ANY INCOMPATIBILITY BETWEEN THE WEBSITE AND THE USER'S FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM, OR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND OUR CONTROL.

NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS. NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING OUR RESPONSIBILITIES AND OBLIGATIONS TO CLIENTS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE THE WEBSITE OR ANY PORTION THEREOF, REGARDLESS OF WHETHER WE HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

#### Governing Law and Interpretation

If any of the terms or provisions of these Terms and Conditions shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These Terms and Conditions shall be subject to any other agreements you have entered into with us. The section headings used herein are for convenience only and shall not be given any legal import.

Your access to and use of the Website, and the terms of this disclaimer are governed by the laws of the State of California and applicable U.S. federal laws.

In addition, any action against Pacific Growth Equities, LLC arising from or relating to your access to and use of the Website, and the terms and conditions of this agreement, must be brought by you in state or federal court located in the California, County of San Francisco. You also consent to the jurisdiction and venue of the state and federal courts located within the State of California, County of San Francisco, for the adjudication of all claims by Pacific Growth against you arising from or relating to your access to and use of the Website, and the terms and conditions of this agreement.

Copyright (c) 2007. Pacific Growth Equities, LLC All rights reserved.