

## WEBSITE TERMS OF USE

**Last Updated and Effective:** July 20, 2026.

Please read these Terms of Use ("**Terms**") carefully. These Terms provided by Advantage Capital Holdings LLC and the A-CAP Affiliates (as defined below) ("**A-CAP**," "**we**," "**our**," and "**us**") govern and apply to your access and use of any of A-CAP's website available at:

- <https://www.acap.com/>
- <https://www.sslco.com/>
- <https://www.aclico.com/>
- <https://www.aclpreneed.com/>
- <https://www.aclappannuity.com/>
- <https://www.appannuity.com/>
- <https://www.successsummitstandings.com/>

as well as such other website as may be made available by A-CAP now or in the future (collectively or individually, the "**A-CAP Websites**"). References in these Terms to "**you**" or "**your**" refer to both you and any person or entity on whose behalf you act, if any. By accessing or using the A-CAP Websites, you agree to be bound by all of the terms and conditions described in these Terms. If you do not agree to all of these terms and conditions, you may not access or use any portion of the A-CAP Websites in any manner, for any purpose.

**ARBITRATION NOTICE:** These Terms contain an agreement to resolve any disputes relating to these Terms through arbitration (see Section 14). You acknowledge and agree that, except as otherwise provided in these Terms, or as required by any applicable law, rule, or regulation of a governmental or regulatory authority: (a) you will submit any claims you may have against us to binding and final arbitration; (b) you will only be permitted to pursue claims against us on an individual basis, and not as a plaintiff or class member in any class or representative action or proceeding; (c) you will only be permitted to seek relief (including monetary, injunctive, or declaratory relief) on an individual basis; and (d) you may not be able to have any claims you have against us resolved by a jury or in a court of law.

We reserve the right, at our discretion, to modify, replace, update or change any of these Terms or change, suspend, or discontinue any of the A-CAP Websites (including the availability of any feature, database, or content) at any time and for any reason. A-CAP will not be liable to you for any such modification, replacement, suspension or discontinuation of your rights to access and use any part of the A-CAP Websites. However, if we make any material changes to these Terms, we will provide notice in the manner we determine most appropriate for the circumstances. By continuing to use the A-CAP Websites, you agree to accept all such revisions, and any updates or revisions to these Terms.

### 1. SCOPE

The A-CAP Websites are operated on behalf of various affiliates of A-CAP that may offer products and services to the public (collectively, "**A-CAP Affiliates**").

If you are a client of or insurance agent for an A-CAP Affiliate, your relationship with that A-CAP Affiliate may also be governed by other agreements. Where your use of A-CAP Websites falls within the scope of those other agreements, to the extent that there is any conflict between these Terms and those other agreements, your other agreements will apply.

The A-CAP Websites are intended solely for individuals who are age 18 or older. Any access to or use of the A-CAP Websites by anyone under 18 is unauthorized, unlicensed, and in violation of these Terms. By accessing or using the A-CAP Websites, you represent and warrant that you are 18 or older and are fully able and competent to enter into and abide by these Terms.

The A-CAP Websites are only intended for use by persons located in the United States. A-CAP makes no representation that the A-CAP Websites are appropriate or available for use outside the United States. A-CAP makes no representations that accessing the A-CAP Websites from locations outside the United States is legal or permissible under local law. Nothing on the A-CAP Websites shall be considered a solicitation to buy or an offer to sell a security or any other product or service to any person who is not a U.S. person or is in any jurisdiction where such offer, solicitation, purchase, sale, or other product or service would be unlawful under the laws of such jurisdiction.

Each time you access the A-CAP Websites for any purpose, you shall be deemed to represent, warrant and covenant to A-CAP that you are not (a) located in, or a national or resident of, or associated with the government of, any country that is subject to U.S. trade sanctions, or (b) on any U.S. prohibited party list or acting on behalf of or owned or controlled by any person or entity on any such list.

## **2. CONTENT**

A-CAP may provide information, data, and content (the “**A-CAP Content**”) on or through the A-CAP Websites. As between you and A-CAP, the A-CAP Content are the sole property of A-CAP.

You may download or copy the A-CAP Content for personal use only in accordance with these Terms, provided that you maintain all copyright, trademark, and other notices contained in such A-CAP Content. You shall not store any significant portion of any A-CAP Content in any form. Copying or storing of any A-CAP Content for other than personal, noncommercial use in accordance with these Terms is expressly prohibited without prior written permission from A-CAP, or from the copyright holder identified in such A-CAP Content’s copyright notice.

All trademarks and service marks on the A-CAP Websites belong to A-CAP or an A-CAP Affiliate, except third-party trademarks and service marks, which are the property of their respective owners.

## **3. LIMITATIONS REGARDING A-CAP CONTENT**

The information available via the public sections of the A-CAP Websites are not intended to provide legal, tax, insurance or financial advice. In general, the information contained in the A-CAP Websites has been prepared without reference to any particular user's personal situation. Pricing and other information available via the A-CAP Websites may not reflect actual premiums or charges provided or at the time that you may want to purchase a particular insurance product. In addition, credit ratings are statements of opinions and are not statements of fact. Any reference to a particular insurance product, a rating or any observation that is part of this information is not a recommendation, or solicitation to purchase such product, does not address the suitability of any product for any particular person, and should not be relied on as financial or investment advice.

In using the A-CAP Websites, you agree that you are responsible for your own research and decisions, that you will not rely on the A-CAP Websites as the primary basis for your insurance or other financial decisions, and, except as otherwise provided herein, A-CAP will not be liable for any actions you take based on information you receive via the A-CAP Websites.

ALTHOUGH A-CAP AND THE A-CAP AFFILIATES TRY TO INCLUDE ACCURATE AND TIMELY INFORMATION ON THE A-CAP WEBSITES, THERE MAY BE INADVERTENT INACCURACIES AND ERRORS, AND A-CAP DOES NOT WARRANT THE ACCURACY, COMPLETENESS, AVAILABILITY OR TIMELINESS OF THE A-CAP WEBSITES OR ANY A-CAP CONTENT.

A-CAP MAY CHANGE THE A-CAP WEBSITES AND ANY A-CAP CONTENT THEREON AT ANY TIME WITHOUT NOTICE. A-CAP AND THE A-CAP AFFILIATES DO NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED OR THAT THEY WILL BE CORRECTED IN A TIMELY MANNER.

#### **4. THIRD PARTY CONTENT**

The A-CAP Websites may from time to time include, feature, or link-to information, data, and other content or websites from third parties (collectively, the ***“Third Party Content”***). For the avoidance of doubt, A-CAP does not approve or endorse, is not responsible or liable for, and makes no representations as to any Third Party Content or third parties, products, or services. A-CAP shall have no liability whatsoever in connection with any Third Party Content. Use of any third party website shall be governed by terms of use or other applicable legal conditions such website. ALL A-CAP CONTENT AND THIRD PARTY CONTENT IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND A-CAP MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO SUCH CONTENT, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ITS COMPLETENESS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

#### **5. ACCOUNT CREATION AND ACCESS TO SECURE AREAS**

Access to certain areas of the A-CAP Websites requires that you create an account by providing us with information such as your full name and a valid email address, as well as a strong password. You agree all such information provided is true, accurate, and complete and that you are responsible for all activity that occurs in association with your account credentials. A-CAP is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials. Please contact us if you discover or suspect any security breach or compromise in access related to your account. Access to and use of password protected and/or secure areas of the A-CAP Websites is restricted to authorized users only. Unauthorized persons attempting to access these areas of the A-CAP Websites may be subject to legal action.

Further, you are responsible for all instructions electronically transmitted or use of any data, information or services obtained using your account credentials. A-CAP shall not be under any duty to inquire as to the authority or propriety of any instructions given to us by you or via your account credentials and shall be entitled to act upon any such instructions and we will not be liable for any loss, cost, expense or other liability arising out of any such instructions.

#### **6. COMMUNICATIONS WITH COMPANY**

If you provide us with your contact information via the A-CAP Websites, you may receive notifications, alerts, emails, or other types of messages regarding the A-CAP Websites or other services that A-CAP provides. We never include your password in these communications, but we may include your name, or email address, and information about your account(s), if any. Anyone with access to your e-mail or mobile device will be able to view these alerts.

It is your responsibility to update or change the contact information registered with A-CAP or an A-CAP Affiliate, as appropriate. If you become aware of any unauthorized use of your information, please contact us immediately.

We may send you communications that you are required to read. You may customize them according to your preferences. You may unsubscribe from marketing oriented emails at any time. You are solely responsible for any carrier charges incurred as a result of phone and/or text communications from A-CAP and the A-CAP Affiliates. We are not liable for delayed or undelivered messages.

## **7. PROHIBITED USES AND TERMINATION OF ACCESS**

You agree that you will comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements in your use of the A-CAP Websites. You further agree that you will use the A-CAP Websites solely for your personal, non-commercial use, except as otherwise authorized, and will not attempt to interfere with the functioning of the A-CAP Websites in any way. A-CAP reserves the right to limit your access to all or any part of the A-CAP Websites in its sole discretion.

You agree not to engage in any of the following:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the A-CAP Websites or any portion of the A-CAP Websites, other than via software that sends queries to the A-CAP Websites to index or rank a website for search and location purposes, without A-CAP's express written consent, which may be withheld in A-CAP's sole discretion.
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the A-CAP Websites, other than the search engines and search agents available through the A-CAP Websites and other than generally available third-party web browsers (such as Microsoft Explorer).
- Post or transmit any file which contains viruses, worms, Trojan horses, or any other contaminating or destructive features, or that otherwise interfere with the proper working of the A-CAP Websites.
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the A-CAP Websites.

## **8. SITE AVAILABILITY**

A-CAP will use commercially reasonable efforts to provide 100% availability for the A-CAP Websites, but cannot guaranty such availability due to the complexity of integrating multiple technology platforms, events beyond our reasonable control, and the occasional need for downtime for maintenance and updates. A-CAP disclaims any liability for any losses, costs, or expenses incurred by you due to the unavailability of the A-CAP Websites.

## **9. PRIVACY POLICY**

You acknowledge and agree that the website privacy policy on the A-CAP Websites, as may be amended by us from time to time, applies to your use of the A-CAP Websites. By Agreeing to these Terms, you also

acknowledge and agree to the collection, use, disclosure, and other processing of personal information described in the Privacy Policy.

#### **10. COPYRIGHT AND DMCA COPYRIGHT AGENT INFORMATION**

A-CAP respects the intellectual property of others and expects its users to do the same. If you are a copyright owner or an agent thereof and believe that any A-CAP Content 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 service provider to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- 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.

Our designated Copyright Agent to receive notifications of claimed infringement relating to A-CAP Content is:

Copyright Agent

Advantage Capital Holdings LLC  
c/o Chief Legal Officer  
1180 Avenue of the Americas,  
21st Floor  
New York, New York 10036

Only DMCA notices and notices relating to complaints in connection with claimed infringement relating to A-CAP Content should go to the Copyright Agent; any other feedback, comments, requests for

technical support, and other communications should be sent to us through the contact information on the particular A-CAP Website(s).

## **11. DISCLAIMER OF WARRANTIES**

ALL PRODUCTS, SERVICES, AND CONTENT ON THE A-CAP WEBSITES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, OR ACCURACY. A-CAP SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE INFORMATION ON THE A-CAP WEBSITES AND IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, RELIABILITY, TIMELINESS, AND COMPLETENESS OF ANY INFORMATION AVAILABLE ON THE A-CAP WEBSITES. A-CAP DOES NOT GUARANTEE THAT THE A-CAP WEBSITES WILL OPERATE ERROR-FREE OR THAT THE A-CAP WEBSITES, ITS SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOU CHOOSE TO USE THE A-CAP WEBSITES, OR RELY ON THE INFORMATION PRESENTED ON IT, YOU DO SO SOLELY AT YOUR OWN RISK.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **12. LIMITATION OF LIABILITY**

NEITHER A-CAP NOR ANY THIRD PARTY CONTENT PROVIDER WILL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES OF ANY KIND, WHETHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, INDIRECT OR OTHERWISE. A-CAP AND ITS THIRD PARTY CONTENT PROVIDERS EXPRESSLY DISCLAIM LIABILITY FOR LOST PROFITS, TRADING LOSSES, BUSINESS-RELATED LOSSES, AND/OR ANY DAMAGES THAT RESULT FROM USE OF OR LOSS OF USE OF THE A-CAP WEBSITES AND MATERIALS ON THE A-CAP WEBSITES (WHETHER PROVIDED BY A-CAP OR THIRD PARTIES). THIS DISCLAIMER OF LIABILITY APPLIES EVEN IF A-CAP AND/OR ITS THIRD PARTY CONTENT PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

A-CAP WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH A-CAP DOES NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE, AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.

IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IF THE LIMITATIONS OF LIABILITIES OR REMEDIES IN THESE TERMS ARE DETERMINED BY A COURT OR ARBITRATION PANEL TO NOT APPLY TO YOU OR TO BE UNENFORCEABLE FOR ANY REASON, THEN YOU EXPRESSLY AGREE THAT THESE PROVISIONS WILL BE CONSTRUED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND THAT UNDER NO CIRCUMSTANCES WILL THE TOTAL, AGGREGATE LIABILITY OF A-CAP (INCLUDING EACH A-CAP AFFILIATE) AND ALL THIRD PARTY CONTENT PROVIDERS FOR ANY CAUSE WHATSOEVER RELATING TO THESE TERMS, THE A-CAP WEBSITES, OR ANY A-CAP CONTENT OR THIRD PARTY CONTENT ON THE A-CAP WEBSITES, EXCEED \$100. ANY CLAIMS RELATING TO THESE TERMS OR ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES

MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE APPLICABLE EVENT GIVING RISE TO SUCH ACTION, OR BE FOREVER BARRED.

### 13. INDEMNIFICATION

You will indemnify and hold harmless A-CAP (including each and all A-CAP Affiliate(s)) and its officers, directors, employees, affiliates, agents, licensors, and contractors from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all liabilities, damages, losses, costs, and expenses, including without limitation reasonable attorneys' fees, arising out of or in any way connected with (i) your access to or use of the A-CAP Websites, (ii) your violation of any provision of these Terms, (iii), your negligence, or (iv) your violation of any law or the rights of a third-party. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

### 14. ARBITRATION, GOVERNING LAW, CHOICE OF FORUM AND CLASS ACTION WAIVER

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You agree that any dispute between you and A-CAP (including any of the A-CAP Affiliates) arising out of or relating to these Terms, the A-CAP Website, the A-CAP Content, or any other A-CAP products or services and any **"Claims"** (as defined below) will be governed by the procedures outlined below.

*Informal Dispute Resolution.* We want to address your concerns without needing a formal legal case. Before filing a Claim against A-CAP as provided below, you agree to try to resolve the dispute informally by contacting us via the contact information on the relevant A-CAP Website. We'll try to resolve the dispute informally by contacting you through email. If a dispute is not resolved within 30 days after submission, you or A-CAP may bring a formal proceeding by filing a Claim as further provided below.

*Choice of Law.* These Terms shall be governed and construed in accordance with the laws of the United States and the State of New York, without giving effect to conflicts-of-law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

*Binding Arbitration Provision.* If a dispute may not be resolved informally, you and A-CAP each agree that any Claims by either you or us against the other if either you or we choose to bring a Claim will be settled through binding arbitration in accordance with this arbitration provision. A **"Claim"** covered by this provision is any claim, dispute or controversy by either you or us against the other, arising from or relating in any way to these Terms, the A-CAP Websites, your account, the Privacy Policy, our relationship, data collected, accessed, or generated through or in connection with the A-CAP Websites and the use, disclosure, and other processing of such data, or products or services provided by us or a third party in connection with these Terms or your account, including (without limitation) claims, disputes, or controversies based on contract, tort (including intentional torts), fraud, agency, negligence, statutory or regulatory provisions or any other source of law and (except as otherwise specifically provided in these Terms) that cannot be resolved informally as provided above and that a party to these Terms decides to institute formal proceedings to resolve.

*Arbitration General Information.* In arbitration, a neutral arbitrator—not a judge or a jury—decides whether to award relief. Procedures are also simpler in arbitration than in court. For example, discovery is more limited. Review of the arbitrator’s decision by appeal is also limited (as described below in this arbitration provision).

*Class Action Waiver.* You and we agree that all Claims must be arbitrated on an individual basis between you and us, and not on a class, representative, or any other kind of collective basis. As a result, class actions and other representative or collective basis proceedings are not available for resolution of Claims. Apart from Claims arising from the same account, no claims may be joined together in the arbitration. The arbitrator shall not have any authority to entertain a claim, or to award any relief, on behalf of or against anyone other than a named party to the arbitration proceeding.

TO BE CLEAR, ARBITRATION WITH RESPECT TO A CLAIM IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT. IN ARBITRATION YOU AND WE WILL NOT HAVE THE RIGHTS THAT ARE PROVIDED IN COURT INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN PROCEEDINGS BROUGHT BY OTHERS SUCH AS CLASS ACTIONS OR SIMILAR PROCEEDINGS. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION. ALL OF THESE RIGHTS ARE WAIVED AND ALL CLAIMS MUST BE RESOLVED THROUGH ARBITRATION.

In the event that there is a dispute about whether limiting arbitration of the parties’ dispute to non-class proceedings is enforceable under applicable law, then that question shall be resolved by litigation in a court rather than by the arbitrator; and to the extent it is determined that resolution of a Claim shall proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration.

*Exceptions.* Notwithstanding the above, you and we both agree that neither of us waive or limit our rights to (a) bring an individual action in a U.S. small claims court, (b) bring an individual action that relates to intellectual property rights, or (c) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator.

*Administrator.* The arbitration shall be administered by the American Arbitration Association (the “**Administrator**”). The Administrator provides information about arbitration, its arbitration rules and procedures, fee schedule and claims forms at its web site or by mail as set forth above. The arbitration hearing may be conducted in person, by telephone, or based on documents, as appropriate. The Administrator will apply the rules and procedures in effect and applicable to the claim at the time the arbitration is filed. The Claim will be heard before a single arbitrator. The arbitration will not be consolidated with any other arbitration proceedings. The Administrator shall resolve each dispute in accordance with applicable law.

*Notice.* If you commence arbitration, you must provide us the notice required by the Administrator’s rules and procedures. The notice may be sent to us as set forth below. If we commence arbitration, we will provide you notice at your last known address. Any in-person arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your address at the time the Claim is filed. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

*Final Award and Appeal.* A party can appeal an arbitrator’s award pursuant to the American Arbitration Association’s Optional Appellate Arbitration Rules (“**Appellate Rules**”) within 30 days of the date of the



issuance of the arbitrator's award issuance. As specified in the Appellate Rules, a party may appeal on the grounds that the arbitrator's award is based on an error of law that is material and prejudicial; or that the award is based on determinations of fact that are clearly erroneous. As further specified in the Appellate Rules, the decision by the appellate tribunal shall become the final award for purposes of judicial enforcement proceedings. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction. Judgment upon any arbitration award may be entered in any court having jurisdiction. We will pay, or reimburse you for, all fees or costs to the extent required by law or the rules of the Administrator. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against us, we will reimburse you for any fees paid to the Administrator in connection with the arbitration proceedings. Under no circumstances will we seek from you the payment or reimbursement of any fees that we incur in connection with arbitration, unless the arbitrator determines your claim is frivolous. If you are required to advance any fees or costs to the arbitration Administrator, but you ask us to do so in your stead, we will consider and respond to your request.

*Survival.* This arbitration provision applies to all Claims now in existence or that may arise in the future, and it survives the assignment or termination of these Terms and your account. Nothing in these Terms shall be construed to prevent any party's use of (or advancement of any claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by either party to the other under these Terms.

*Jurisdiction.* For any Claim for which arbitration is not available, either as set forth above or as a result of this arbitration provision being held unenforceable under applicable law as to a particular Claim brought by one party against the other, then legal proceedings involving only that Claim may be instituted solely in the state and federal courts located in County of New York, State of New York. For all purposes of these Terms, all parties hereby irrevocably consent to the jurisdiction of such courts over their person and waive any defense based on improper or inconvenient venue or lack of personal jurisdiction.

*Refusal.* You can decline this agreement to arbitrate by contacting us within 30 days of first accepting these Terms and stating that you (include your first and last name) decline this arbitration provision.

*Other Limitations on Claims.* Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the A-CAP Websites must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

## **15. SEVERABILITY AND WAIVER**

If a court of competent jurisdiction deems any provision of these Terms to be unenforceable or in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect. A-CAP's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of A-CAP. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

## **16. CONTACT US**

For questions about these Terms, your account, or other concerns or inquiries, please contact us via the contact information on the relevant A-CAP Website.