

Update Capital, Inc.

Website Account – Terms of Service

IMPORTANT: PLEASE CAREFULLY READ THIS ENTIRE AGREEMENT. THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT OR EXCLUDE LIABILITY TO YOU. THESE TERMS OF USE GOVERN YOUR USE OF THE UPDATE CAPITAL SERVICE, UPDATE CAPITAL WEBSITE or any other website Update Capital provides services for, AND USER INTERFACES, INCLUDING ALL FEATURES AND FUNCTIONALITIES, AND ALL ASSOCIATED CONTENT AND SOFTWARE (THE “UPDATE CAPITAL SERVICE”). CLICKING THE “I ACCEPT” BUTTON BELOW, OR USING THE UPDATE CAPITAL SERVICE IS THE EQUIVALENT OF YOUR SIGNATURE AND INDICATES THAT YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE CLICK ON THE “EXIT” BUTTON BELOW, OR STOP USING THE UPDATE CAPITAL SERVICE.

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A CORPORATION OR OTHER BUSINESS ENTITY, YOU AGREE TO THIS AGREEMENT ON BEHALF OF SUCH CORPORATION OR OTHER BUSINESS ENTITY AND WARRANT THAT YOU HAVE THE AUTHORITY TO LEGALLY BIND SUCH CORPORATION OR OTHER BUSINESS ENTITY TO THE PROVISIONS OF THIS AGREEMENT.

These Website Terms of Service (the “**Agreement**”) are an agreement between you (“**You**”) and **Update Capital, Inc.** (“**Update Capital**”). The Effective Date of this Agreement is when You accept or are deemed to accept this Agreement in accordance with the procedure outlined.

ARTICLE 1 – BACKGROUND

Update Capital provides a proprietary software-as-a-service, allowing real-estate professionals to communicate with their investors.

ARTICLE 2 – DEFINITIONS

In this Agreement:

2.1 Account: means Your User membership account to the Update Capital Website or any other website Update Capital provides services to, represented by Your unique User ID and Password, which allows You to utilize the Update Capital Service.

2.2 Additional Agreements: means any additional contracts or terms and conditions which You may be required to accept in connection with Your use of the Update Capital Service.

2.3 Aggregated Data: means a compilation of multiple users' data relating to the use of the Update Capital Service with respect to which Update Capital has taken commercially reasonable precautions to ensure that no individual, particular transaction or entity can be identified.

2.4 Identification: shall have the meaning ascribed thereto under Section 4.1.

2.5 Update Capital Data: means any proprietary information, documents, records, materials or data provided to You or accessible by You through use of the Update Capital Service.

2.6 Update Capital Service: means the update capital service, Update Capital website or any other website Update Capital provides services for, and user interfaces, including all features and functionalities, and all associated content and software.

2.7 IP Rights: means any intellectual property rights recognized by law (including any intellectual property rights protected through legislation such as governing patents, trade-marks, copyrights and industrial designs) and includes, without limitation, all rights in any copyright, patent, Mark, trade secret, confidentiality right, moral right, goodwill, design, distinguishing guise, data flow, product specification, schematic document, source code, object code, data map, invention, discovery, improvement, and all intangible rights or privileges of a nature anywhere in the world similar to the foregoing, whether or not registered or registrable and shall include applications, granted or issued registrations, and extensions and renewals in relation to any such rights.

2.8 Mark: means identity elements used by Update Capital including, without limitation, its name and logo and such other trade-marks, trade names, trade dress, distinguishing guise, and service marks that Update Capital uses or to which it has registration, common law or licensed rights

2.9 Password: means the initial code provided by Update Capital and which You subsequently create or change that, in combination with the User ID, allows You to access your Account.

2.10 Term: shall have the meaning ascribed thereto under Section 8.1.

2.11 User Fee: means the fee which You agree to pay in consideration for User access to the Update Capital Service.

2.12 Website: means the Update Capital website located at www.updatecapital.com or any other website Update Capital provides services to.

2.13 You or Your: means the person creating or using an Account on behalf of a User and includes any corporation, partnership or other business entity on whose behalf such person is acting.

2.14 Your Data: means any data, information or materials gathered, compiled, uploaded, created or authored by You using the Update Capital Service, but does not include information or other data proprietary to Update Capital.

ARTICLE 3 - THE UPDATE CAPITAL SERVICE

3.1 Description. The Update Capital Service provides Users with a proprietary software-as-a-service, allowing real-estate professionals to communicate with their investors.

3.2 Permitted Use. Subject to the terms and conditions of this Agreement, Update Capital grants to You for the term of this Agreement, a personal, non-transferable and non-exclusive right and license to access and use the Update Capital Service for the purposes set forth in clauses 3.1 (i) through (iii) above.

3.3 Restrictions On Use. You agree that You will not create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sub-license, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Update Capital Service or software in whole or in part. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of Update Capital or its licensors. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law.

3.4 Authority and Changes to Terms. You represent and warrant that You are duly authorized to enter into this Agreement on behalf of the User and that the User will comply with the terms of this Agreement. Update Capital may amend the terms and conditions of this Agreement and You acknowledge and agree that if You use the Update Capital Service after the date of such change, Update Capital will consider Your use as acceptance of the updated terms and conditions

3.5 Services and Upgrades. Update Capital may, at its sole discretion, enhance, delete or modify the features, format, characteristics, functionality, and/or the procedures to use the Update Capital Service, the information available to Users through use of the Update Capital Service and upgrades or updates to the Update Capital Service or software, provided that such changes will not materially adversely affect the use of the Update Capital Service by the User. If You determine that such a change is not acceptable, You will be entitled to terminate this Agreement pursuant to Section 7.3.

3.6 Adjustment to the User Fee. The User Fee will be adjusted annually on the first day of each calendar year by the greater of 3% and the increase in the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, All items, as published by the Bureau of Labor Statistics of the United States Department of Labor (with such index being adjusted to reflect properly all changes in the base year for such Index, using such conversion factors as may be available from the United States Government) during the immediately preceding twelve (12) month period.

ARTICLE 4 – YOUR ACCOUNT

4.1 User ID and Password. During the term of this Agreement, You shall adopt a User log-on identification and password (each, an “Identification”) in order to use the Update Capital Service. You are solely responsible for maintaining the confidentiality of Identification and agree to use commercially reasonable efforts: (i) to protect the security of each Identification; (ii) not to permit individuals other than employees or contractors approved by User to use the Identification to gain access to the Update Capital Service; (iii) not to disclose any Identification to any person except on a need-to-know basis; and (iv) to ensure that approved employees or contractors access the Update Capital Service only in connection with the business purposes of the User.

4.2 Account Suspension. Update Capital may suspend, cancel or otherwise limit access to Your Account if there is suspicion of fraudulent or illegal activity, abuse, misuse, error, or sharing an Account among multiple Users.

4.3 Unauthorized Access to the Account. You agree to immediately notify Update Capital in writing of any loss, unauthorized disclosure or actual or suspected unauthorized use of Your Account.

4.4 Your Responsibilities. By using Your Account, you agree to:

- (a) adhere to the terms of this Agreement;
- (b) use the Update Capital Service solely for lawful purposes and not to utilize the Update Capital Service, or any resulting Update Capital Data, for fraudulent or illegal purposes;
- (c) follow safe and secure computing practices with respect to any device with which You access Your Account; and
- (d) respect and comply with Update Capital and third party IP Rights in connection with Your use of the Update Capital Service.

ARTICLE 5 — PRIVACY AND DATA

5.1 Update Capital Privacy Statement. Update Capital is committed to respecting the confidentiality of personal information. Any collection, use or disclosure of personal information by Update Capital is subject to the Update Capital Privacy and Security Policy, a copy of which can be found here: www.updatecapital.com/legal

5.2 User Privacy Obligation. User will not breach or attempt to breach the Update Capital Service computer(s), server(s), software security, nor attempt to access the information of another User or otherwise invade the privacy of others in connection with the use of the Update Capital Service.

5.3 Data Security and Integrity. You shall have sole responsibility for the accuracy, currency, quality, integrity, legality, reliability, and appropriateness of all of Your Data and Update Capital shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store, monitor or transmit any data. Update Capital shall not be responsible for adequate security, archival and/or back-up procedures on Your behalf. Further, Update Capital will not be liable for any type of communication or data, or the accuracy or sufficiency of the content thereof, which is uploaded or downloaded through Your access or use the Update Capital Service.

ARTICLE 6 — INTELLECTUAL PROPERTY RIGHTS

6.1 All Rights Reserved. Update Capital owns and shall own all right title and interest, in and to (i) Update Capital and all trade names, trade-marks, and service marks used in connection with the Update Capital Service; (ii) the Update Capital Service (including, without limitation, all web pages, sub-domains and functionality of the Update Capital Website); (iii) Update Capital Marks; and (iv) Aggregated Data (collectively, "Update Capital IP"). Nothing in this Agreement transfers any such IP Rights to, or vests any such IP Rights, in any User. User is only entitled to the limited licensed use of the IP Rights granted to You

in this Agreement. You will not take any action to jeopardize, limit or interfere with Update Capital IP or IP Rights. Any unauthorized use of Update Capital IP is a violation of this Agreement as well as a violation of intellectual property laws and treaties, including, without limitation, copyright laws and trade-mark laws.

6.2 Ownership by User and License to Use Your Information. User shall own: (i) all documents, data, files, records and other information related to the business of User; (ii) all right, title and interest in and to Your Data, provided that, to the extent required to provide the Update Capital Service, or to permit the operation of the Update Capital Service, You grant to Update Capital with the exception of personal information, a perpetual, unlimited, irrevocable, royalty-free, worldwide, non-exclusive, transferable license permitting Update Capital to collect, use, reproduce, adapt, modify, copy, run, bundle, create derivative works of, transmit, display and distribute Your Data for such purposes which include, without limitation, compiling Aggregated Data which may be used by Update Capital for the purpose of improving delivery of the Update Capital Service. Update Capital may access Your Account, including Your Data, to respond to service or technical problems or as stated in this Agreement. Update Capital will not monitor, edit, or disclose any information regarding Your Account, including any of Your Data, except in accordance with this Agreement, applicable laws or at the direction of legal authorities.

ARTICLE 7 — TERM AND TERMINATION

7.1 Term. Unless sooner terminated as provided below, this Agreement shall commence on the Effective Date and continue for successive automatically renewable one (1) year terms, and subject to the User's acceptance of the applicable terms and conditions.

7.2 Termination by Update Capital . Notwithstanding Section 7.1 above, Update Capital may, in its sole discretion, terminate or suspend the Update Capital Service or this Agreement at any time for any reason by providing You with five (5) days' prior written notice to the email account that You submitted in connection with Your User membership or immediately upon the occurrence of any of the following:

- (a) **a User breach of any material term of this Agreement;**
- (b) **User filing a voluntary or involuntary petition in bankruptcy or insolvency, including making an assignment for the benefit of creditors, or where a receiver or receiver-manager has been appointed over the whole or a substantial part of the User's assets; or**
- (c) **User involvement in any activity likely to undermine the business or reputation of Update Capital or the usability, functionality or performance of the Update Capital Service.**

7.3 Consequences of Termination.

- (a) **For Update Capital. Upon termination of this Agreement for any reason whatsoever, Update Capital will de-activate the User Account and Identification.**

You acknowledge and agree that Update Capital shall no longer be bound by the terms of this Agreement as at the date and time of termination nor shall Update Capital be required to retain or provide any further copies of Your Data in connection with the Account to You.

- (b) For User. Upon termination of this Agreement, User will cease to have access to the Account or the Update Capital Service.**

ARTICLE 8 – WARRANTY AND DISCLAIMER

8.1 GENERAL WARRANTY DISCLAIMER. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UPDATE CAPITAL MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS TO ANY PERSON OR ENTITY WITH RESPECT TO THE UPDATE CAPITAL SERVICE. EXCEPT AS SET FORTH ABOVE, THE UPDATE CAPITAL SERVICE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. YOU ARE SOLELY RESPONSIBLE FOR ALL DATA AND INFORMATION WHICH HAS BEEN ENTERED, REMOVED OR USED IN CONNECTION WITH YOUR USER ID AND ACCOUNT. UPDATE CAPITAL DOES NOT GIVE ANY WARRANTIES, GUARANTEES, REPRESENTATIONS OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FUNCTIONALITY OF THE UPDATE CAPITAL SERVICE OR SOFTWARE, THE WEBSITE, THE USER INTERFACE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, COMPLIANCE WITH ANY DESCRIPTION, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS) WITH RESPECT TO ANY UPDATE CAPITAL SERVICE AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 NO WARRANTY OF SERVICE AVAILABILITY. UPDATE CAPITAL DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AND/OR DATA (INCLUDING, WITHOUT LIMITATION, UPDATE CAPITAL DATA) AVAILABLE OR ACCESSIBLE THROUGH USE OF THE UPDATE CAPITAL SERVICE NOR THAT THE UPDATE CAPITAL SERVICE MAY BE PROVIDED WITHOUT INTERRUPTION OR ERROR FREE. UPDATE CAPITAL DOES NOT WARRANT THAT IT WILL BE ABLE TO CORRECT ALL REPORTED DEFECTS IN THE UPDATE CAPITAL SERVICE. UPDATE CAPITAL DOES NOT GUARANTEE THAT THE UPDATE CAPITAL SERVICE AND ACCESS TO YOUR ACCOUNT WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS OR DELAY. SINCE THE UPDATE CAPITAL SERVICE MAY OR WILL BE FACILITATED AND/OR TRANSMITTED THROUGH PUBLIC INTERNET LINES, COMMUNICATIONS NETWORKS AND PUBLIC AND/OR PRIVATE SWITCHED TELEPHONY NETWORK(S) (AS THE CASE MAY BE), YOU UNDERSTAND THAT THERE MAY BE SERVICE DISRUPTIONS OR OUTAGES.

ARTICLE 9 — LIMITATION OF LIABILITY AND INDEMNITY

9.1 Liability Exclusion. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UPDATE CAPITAL SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT (EXCEPT AS PROVIDED IN SECTION 9.2 BELOW) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER OR FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF REPUTATION OR GOODWILL, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION OR FOR ANY INJURY OR LOSS OF LIFE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, YOUR ACCOUNT OR YOUR USE OF OR INABILITY TO USE, THE UPDATE CAPITAL SERVICE. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST USER OR UPDATE CAPITAL NEITHER PARTY SHALL APPLY FOR, SEEK OR OTHERWISE REQUEST FROM ANY COURT, RELIEF, REMEDY, COMPENSATION OR REDRESS IN THE FORM OF EXEMPLARY OR PUNITIVE DAMAGES.

9.2 MAXIMUM LIABILITY. NOTWITHSTANDING SECTION 9.1 ABOVE, THE AGGREGATE LIABILITY OF UPDATE CAPITAL FOR ALL CLAIMS OF ANY KIND WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY,

TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, OR RESULTING IN CONNECTION WITH THIS AGREEMENT, FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE PROVISION OF UPDATE CAPITAL SERVICES, WILL IN NO CASE EXCEED THE AMOUNT, IF ANY, PAID BY YOU UNDER THIS AGREEMENT TO PURCHASE UPDATE CAPITAL OR TO ACCESS THE UPDATE CAPITAL SERVICE IN THE YEAR IN WHICH THE CLAIM AROSE. UPDATE CAPITAL IS NOT AND SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, USE OR DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER KIND OF INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST USER OR UPDATE CAPITAL.

9.3 APPLICATION OF EXCLUSIONS AND LIMITATIONS OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY DESCRIBED ABOVE:

- (a) **APPLY TO ANY AND ALL CAUSES OF ACTION WHATSOEVER INCLUDING BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH), STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), BREACH OF ANY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY**
- (b) **SHALL ENURE TO THE BENEFIT OF UPDATE CAPITAL AND ITS SERVANTS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, LICENSORS, SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND/OR SUCCESSORS AND ASSIGNS; AND**
- (c) **ARE REASONABLE AND REFLECTED IN THE PRICING SET BY UPDATE CAPITAL.**

9.4 Indemnity. You hereby agree to defend, indemnify, and hold harmless Update Capital, its officers, directors, agents, assigns, employees, contractors, consultants, shareholders, and service providers and their respective successors and assigns, from and against any and all claims, demands, actions, proceedings, liabilities, judgments, penalties whether civil or criminal, taxes, and all costs, liabilities and expenses (including, without limitation, reasonable legal fees) arising out of or relating to your use of the Update Capital Service, Account, User ID, Password, or that may be incurred by Update Capital arising out of, or relating to, Your use of the Update Capital Service, Your violation of this Agreement, the misuse or illegal use of the Update Capital Service, applicable law or rights of any third parties (including intellectual property rights), the failure of User to comply with applicable laws and regulations, or User's gross negligence or wilful misconduct,

ARTICLE 10 — GENERAL

10.1 Additional Agreements. You acknowledge and agree that Your use of the Update Capital Service may require You to enter into one or more Additional Agreements. This Agreement and the Additional Agreements are intended to be correlative, complementary and mutually explanatory of one another. However, in the event of a conflict, inconsistency or ambiguity between the terms of any Additional Agreement and the terms of this Agreement, the terms of the Additional Agreement shall prevail unless expressly stated otherwise in the Additional Agreement.

10.2 Risk Allocation. You acknowledge and agree that the provisions of Articles 8 and 9 are fair and reasonable in the commercial and administrative circumstances of this Agreement, and that such covenants are an inducement to enter into this Agreement, which each party has relied upon.

10.3 Assignment and Sublicense Prohibited. You may not assign, delegate, sublicense, transfer or subcontract the whole or any part of this Agreement or the rights granted hereunder without the prior written consent of Update Capital. Notwithstanding the foregoing, Update Capital may, at its sole discretion, assign this contract or any of its rights hereunder to any third party, without giving prior notice.

10.4 Assignment and Sublicense Prohibited. You may not assign, delegate, sublicense, transfer or subcontract the whole or any part of this Agreement or the rights granted hereunder without the prior written consent of Update Capital. Notwithstanding the foregoing, Update Capital may, at its sole discretion, assign this contract or any of its rights hereunder to any third party, without giving prior notice.

10.5 Modifications to Agreement. Update Capital reserves the right to modify this Agreement at any time at its sole discretion by providing such revised Agreement to You or by publishing the revised Agreement on the Update Capital Website. You are responsible for periodically reviewing the amendments on the Update Capital Website and You are deemed to be aware of such amendments. If You do not agree to the amended terms and conditions, You shall immediately stop using the Update Capital Website and Update Capital Service. Your continued use of the Update Capital Service shall constitute Your acceptance to be bound by the revised Agreement. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on Update Capital unless executed by Update Capital in writing.

10.6 Regulatory Requirements. Update Capital reserves the right to adjust the Update Capital Service at any time in order to conform to legal and/or regulatory obligations or requirements as determined by Update Capital at its sole discretion.

10.7 Severability. Each provision of this Agreement is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision shall be severed from this Agreement and will not affect the legality or validity or enforceability of the remainder of this Agreement or any other provision hereof and the Agreement shall be construed, as nearly as possible, to reflect the intentions of the severed provision(s) to the extent possible under applicable law.

10.8 Waiver. No delay on the part of Update Capital in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

10.9 Governing Law and Jurisdiction. This Agreement and any transactions contemplated by this Agreement shall in all respects, be construed according to, and the rights and liabilities of the parties hereto shall in all respects be governed exclusively by, the laws of the Province of British Columbia, Canada without reference to the principles of conflicts of law. You irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia, Canada with respect to any adjudication of rights hereunder, without regard to its conflict of laws provisions. You agree to waive any right You may have to: (i) trial by jury; and (ii) commence or participate in any class action against Update Capital related to the Update Capital Service or this Agreement and, where applicable, You also agree to opt out of any class proceedings against Update Capital.

10.10 Force Majeure. Neither party will be liable to the other for any delay in performance or inability to perform due to Force Majeure. "Force Majeure" includes any acts or omissions of any civil or military

authority, acts of God, terrorism, fires, strikes or other labour disturbances, major equipment failures, fluctuations or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment that cannot reasonably be foreseen or prevented, or any other act, omission or occurrence beyond either party's reasonable control, irrespective of whether similar to the foregoing enumerated acts, omissions or occurrences. The party subject to a Force Majeure event shall promptly notify the other party of the occurrence of such event and take all reasonable steps and commercially reasonable efforts to restore its ability to perform and to perform its obligations under this Agreement.

10.11 Notices. All notices, requests and other communications required or permitted to be given under this Agreement except those specifically permitted to be given by e-mail or posted using the Update Capital Service, must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by express mail, private courier or facsimile to the party to whom such notice is required or permitted to be given. Any such notice will be considered to have been given when received, or if mailed, five business days after it was mailed, as evidenced by the postmark. Your mailing address or electronic mail address for notice shall be the address You provided to Update Capital in association with Your Account. You are solely responsible for keeping Your Account contact information current.

10.12 Enurement. This Agreement shall enure to the benefit of and be binding upon You and Update Capital and each party's successors and permitted assigns.

10.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all other prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

ACKNOWLEDGEMENT

BY CLICKING "I ACCEPT", OR USING THE UPDATE CAPITAL SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAVE HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF UPDATE CAPITAL AGREEING TO PROVIDE THE UPDATE CAPITAL SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE ABOVE TERMS AND CONDITIONS, CLICK "EXIT" AND YOU WILL NOT BE ABLE TO ACCESS THE UPDATE CAPITAL SERVICE, OR STOP USING THE UPDATE CAPITAL SERVICE.