

Crowe Horwath LLP ("Crowe") **Website Use Policy and Agreement**

The following terms apply to your use of and access to any Crowe-owned or operated websites ("Websites"), as well as any electronic transmission sent, received, posted, accessed, or stored via any Crowe network ("Network"), including without limitation its websites, data, and messaging services; collaborative sites; Internet services; and internal email network for communicating with Crowe employees. Certain products or services offered through our Websites may have additional terms and conditions, which govern in the event of any inconsistency with the terms below.

Coverage of this Policy and Agreement

In addition to other agreements between you and Crowe, these terms explain the policies that govern your access to and use of our Websites and Network, including the actions that we may take, within our sole discretion, for any use that we deem unacceptable. By accessing or using our Websites or Network, you agree to these terms (collectively the "Policy and Agreement"), as Crowe may modify it from time to time. If you do not agree to accept and comply with the Policy and Agreement, do not access or use our Websites or Network.

Links to Third-Party Sites

Crowe's Websites may contain links to other websites that are maintained by third parties over which Crowe has no control. These links are provided for convenience only. Use of these links will cause you to leave this Site and use of third-party websites is entirely at your own risk. Crowe makes no representation or warranty concerning any other site or the information, products or services offered or appearing on or through these sites. Crowe does not sponsor or endorse the operators of the sites or the content, products or services they provide, and Crowe is not responsible or liable for the conduct of the sites' operators, the content, availability, accuracy, quality, advertising, products, services or other materials offered at the sites.

Illegal or Harmful Use

You may access and use this website only for lawful purposes. You agree to comply with all laws applicable to your use of this website. You are responsible for any transmission you send, receive, post, access, or store via our web-site, including the content of any communication. Transmitting, distributing, or storing any material that violates any applicable law is prohibited. Additionally, the following non-exhaustive list details the kinds of illegal or harmful conduct that are prohibited:

- Infringement:** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property right. Infringement may result from the unauthorized copying, distribution and/or posting of pictures, logos, software, articles, musical works, and videos.
- Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, abusive, inflammatory or otherwise objectionable or impersonate or invade the privacy or publicity rights of another.
- Export Violations:** Including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.
- Fraudulent Conduct:** Offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes).
- Failure to Abide by Third-Party Website Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, or website that you access.

- **Harmful Content:** Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information.
- **Applicable Government Regulations:** Disseminating or posting material that violates Local, State and/or Federal laws and regulations including, without limitation, Sarbanes-Oxley, Gramm-Leach-Bliley and HIPAA.

Electronic Communications

You may not distribute, publish, or send through our Network: (1) unsolicited advertisements, solicitations, commercial e-mail messages or promotional messages of any kind (commonly referred to as "spam"); (2) unsolicited informational announcements; (3) chain mail; (4) numerous copies of the same or substantially similar messages; (5) empty messages; (6) messages which contain no substantive content; or (7) very large messages or files that disrupt a server, account, newsgroup, or chat service.

Likewise, you may not (1) participate in collecting e-mail addresses, screen names, or other identifiers of others, a practice sometimes known as spidering or harvesting; (2) participate in using software (including "spyware") designed to facilitate such activity; (3) collect responses from unsolicited messages; or (4) use any of our mail servers or another site's mail server to relay mail without the express permission of the account holder or the site.

Network Security and Integrity

You may not violate the security of our Websites or Network in any way. Such violations may result in criminal or civil liability. Crowe may, but is not obligated to, investigate any violation of our Network. Crowe may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using Crowe products and services or sending, receiving, posting, accessing, or storing any electronic transmission via our Network, you agree to cooperate, as well, in any such investigation. Examples of Network security violations include, without limitation:

- **Hacking:** Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express prior authorization of the owner of the system or network.
- **Interception:** Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.
- **Intentional Interference:** Interference with service to any user, host or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.
- **Falsification of Origin or Routing Information:** Using, selling, or distributing in conjunction with the Services, any computer program designed to conceal the source or routing information of electronic mail messages in a manner that falsifies an Internet domain, header information, date or time stamp, originating e-mail address, or other identifier.
- **Avoiding System Restrictions:** Using manual or electronic means to avoid any limitations established by Crowe or attempting to gain unauthorized access to, alter, or destroy any information that relates to any Crowe customer or other end-user. Crowe may, but is not obligated to: (1) take any action it deems necessary to protect its Websites and Network, its rights or the rights of its customers or third parties, or (2) optimize or improve its Websites, Network, services, systems, and equipment. You acknowledge that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through the Websites or Network. Crowe may, in its sole discretion, at any time, filter "spam" or

prevent "hacking," "viruses" or other potential harms without regard to any preference you may have communicated to us.

Investigation and Enforcement of the Agreement

All users of the Services must adhere to the terms of this Agreement. We have the right, but are not obligated, to strictly enforce this Agreement through self-help, active investigation, litigation and prosecution.

We may also access and disclose any information, subject to the terms stated in the agreement(s) between Crowe and the Client or Affiliate you represent, (including transactional information) related to your access and use of the web-site for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services. INDIRECT OR ATTEMPTED BREACHES OF THIS POLICY AND AGREEMENT, AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, AFFILIATE, CLIENT, OR WEB-SITE USER, MAY BE CONSIDERED BREACHES OF THIS POLICY AND AGREEMENT BY SUCH COMPANY, AFFILIATE, CLIENT, WEB-SITE USER OR YOU.

Disclaimer of Warranties and Liability

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE CROWE WEBSITES OR NETWORK IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE COMPLETENESS, CURRENTNESS, ACCURACY, NONINFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE CROWE WEBSITES OR NETWORK TO ACHIEVE INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE CROWE WEBSITES OR NETWORK. CROWE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CROWE WEBSITES OR NETWORK WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE CROWE WEBSITES OR NETWORK WILL BE UNINTERRUPTED OR ERROR FREE, VIRUS FREE, OR CONTINUOUSLY AVAILABLE. CROWE MAKES NO WARRANTY REGARDING LINKS TO THIRD-PARTY WEBSITES OR THIRD-PARTY SOFTWARE THAT MAY BE INCLUDED WITH THE CROWE WEBSITES OR NETWORK. USE OR ACCESS TO SUCH THIRD-PARTY LINKS AND SOFTWARE, OR WEBSITES IS DONE SO ENTIRELY AT YOUR OWN RISK.

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM USE OF THE CROWE WEBSITES OR NETWORK. BECAUSE SOFTWARE IS INHERENTLY COMPLEX AND MAY CONTAIN ERRORS, YOU ARE ADVISED TO VERIFY AND BACKUP YOUR WORK. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY WHICH INCLUDES ANY CLAIM BASED ON CONTRACT, TORT OR STRICT LIABILITY FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES. THESE LIMITATIONS APPLY EVEN IF CROWE IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF CROWE, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU TO CROWE UNDER THIS AGREEMENT. THIS LIMITATION ON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. CROWE SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION ON THE CROWE WEBSITES OR NETWORK, IT BEING UNDERSTOOD THAT YOU ARE RESPONSIBLE FOR REASONABLE BACKUP

PRECAUTIONS. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION. YOU ACKNOWLEDGE THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, ANY FEES CHARGED UNDER THIS AGREEMENT WOULD BE SIGNIFICANTLY HIGHER. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF CROWE IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

Governing Law

Notwithstanding any other choice of law provision found in any engagement letter with the Client or Affiliate you represent, this Agreement is governed by, and must be construed under, the laws of the State of Illinois. The federal and state courts of Illinois have exclusive jurisdiction over, and venue of, any suit that relates to this Agreement for web-site services.

Modification of the Policy and Agreement

We reserve the right to modify this Agreement at any time, effective upon its posting, as modified, on [this website](#). You agree to the modifications to the Agreement by accessing or using the web-site

Miscellaneous

Any failure to insist upon or enforce performance of any provision in this Policy and Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Agreement. Crowe may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

Questions and Comments

We invite you to send in your questions or comments about our site, or to bring to our attention any material you believe to be inaccurate. Please send such comments, including a copy of any material you wish to discuss, to your Crowe engagement representative.

We hope you enjoy using our Services and we welcome suggestions for improvements.