

Agellus Capital, LLC Terms of Use

Last Updated March 5th, 2024

These terms of use (the “Terms of Use”), together with our [Privacy Policy](#), set forth the terms and conditions (“Terms”) that apply to your access and use of our website, located at www.agellus.com (the “Site”). “Agellus,” “we,” “us” or “our” means Agellus Capital, LLC and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents.

By using or accessing the Site you agree to these Terms, as updated from time to time in accordance with [Section 8](#) below. **These Terms state that any disputes between you and Agellus must be resolved in arbitration or small claims court.**

1. Website Access. To use the Site, you must (a) be at least eighteen (18) years of age; (b) have not previously been suspended or removed from the Site; and (c) use the Site in compliance with any and all applicable laws and regulations.

2. Prohibited Conduct. You agree not to:

- A. Use the Site for any illegal purpose, or in violation of any local, state, national or international law;
- B. Violate or encourage others to violate the rights of Agellus or any third parties, including intellectual property rights;
- C. Post, upload or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
- D. Interfere in any way with security-related features of the Site;
- E. Interfere with the operation or any user’s enjoyment of the Site, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent;
- F. Access, monitor, or copy any content or information of the Site using any robot, spider, scraper or other automated means or any manual process for any purpose without Agellus’s express written permission;
- G. Frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages;
- H. Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission

or falsifying your identity or any information about you, including age or date of birth; or

- I. Sell or otherwise transfer the access granted herein.

3. Third Party Content. The Site may contain links to third party websites and services. Agellus provides such links as a convenience, and does not control or endorse these websites and services. You acknowledge and agree that Agellus has not reviewed the content, advertising, products, services, or other materials that appear on such third party websites or services, and is not responsible for the legality, accuracy or appropriateness of any such content. Agellus shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third party websites or services.

4. Intellectual Property. You acknowledge and agree that you relinquish all ownership rights in any ideas or suggestions that you submit to Agellus through this Site. You acknowledge that Agellus has full rights to use and implement any such ideas and suggestions. This Site is protected by applicable copyright and other intellectual property laws, and no materials from the Site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without our express permission. All trademarks and service marks on the Site belong to Agellus, except third-party trademarks or service marks, which are the property of their respective owners.

5. Indemnification. You agree that you will be personally responsible for your use of the Site, and you agree to defend, indemnify, and hold harmless Agellus from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of or alleged use of the Site; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. Agellus reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

6. Termination. If you violate these Terms, your permission to use the Site will automatically terminate. In addition, Agellus, in its sole discretion, may suspend or terminate some or all of your access to the Site at any time, with or without notice to you. After your permission to use the Site is terminated, Agellus may continue to store information provided by you.

7. Modification of the Terms. Agellus reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the Site. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including, but not limited to, by posting a notice to our website or by sending an email to any address you may have provided to us. Your continued use of the Site following notice will be deemed acceptance of any modifications to the Terms.

8. Disclaimers of Warranties. The Site is provided “as is” and on an “as available” basis, without warranty or condition of any kind, either express or implied. Although Agellus seeks to maintain safe, secure, accurate and well-functioning services, we cannot guarantee the continuous operation of or access to our Site, and there may at times be inadvertent technical or factual errors or inaccuracies. Agellus specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage or trade. You assume all risk for any/all damages that may result from your use of or access to the Site. Agellus does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations and materials made available through the Site.

9. Limitation of Liability. In no event will Agellus be liable to you for any incidental, special, consequential, direct, indirect or punitive damages, whether based on warranty, contract, tort (including negligence), statute or any other legal theory, whether or not Agellus has been informed of the possibility of such damage. By accessing the Site, you expressly and unconditionally release and hold us harmless from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the use and/or misuse of such information. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.

10. Governing Law. These Terms are governed by the laws of the United States and the State of Delaware, without regard to conflict of law principles. Subject to Section 12, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and Agellus agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within Sussex County, Delaware, for the purpose of litigating any such disputes.

11. Dispute Resolution by Binding Arbitration. In the interest of resolving disputes between you and Agellus in the most expedient and cost effective manner, you and Agellus agree to resolve disputes through either binding arbitration or, for claims no greater than \$25,000, in small claims court, instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party’s claim(s). Any relief awarded cannot affect other users.

12. Modification of the Site. Agellus reserves the right to modify or discontinue, temporarily or permanently, some or all of the Site at any time without any notice or further obligation to you. You agree that Agellus will not be liable to you or to any third party for any modification, suspension or discontinuance of any of the Site.

13. General.

- A. Entire Agreement. These Terms, together with the applicable Agellus Privacy Policy, constitute the entire and exclusive understanding and agreement between you and Agellus regarding your use of and access to the Site, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.
- B. No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- C. Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.
- D. Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

14. Notice to California Residents. Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.
