Effective as of April 1, 2016

Terms of Use

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The Site is intended for use only by visitors who are located in the United States.

Privacy Statement

Please review our Privacy Policy under the link for <u>Disclosures</u> to understand our privacy practices.

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You may be provided access to your account information through the Site or through a third-party web site linked on the Site. In such event, you are responsible for maintaining the confidentiality of all account information, as well as any user IDs, logins, personal identification numbers (PINs) and other passwords (collectively, "Login Information") necessary to access your account(s). You are responsible for logging off of your account(s) completely each time you finish accessing your account(s). Further, you are fully responsible for any activities occurring under your account(s) that result from your negligence, carelessness, or failure to use or take appropriate security measures. You must notify GW & Wade

immediately if any of your Login Information for the Site has been lost or stolen, if you believe the confidentiality of such Login Information has been compromised in any way, or if you learn about a possible or actual unauthorized use of such Login Information or other suspicious or unauthorized conduct concerning your account(s).

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Indemnification

You agree to indemnify, defend, and hold GW & Wade and any member, manager, principal, officer, director, employee, affiliate, agent, supplier and successor of GW & Wade harmless from and against any and all claims, liabilities, damages, losses and expenses (including, but not limited to, reasonable fees and costs for attorneys and investigations) arising out of, based on, or in connection with your access to or other use of the Site.

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These Terms of Use, and all matters arising, directly or indirectly, from your access to or other use of the Site shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws rules. You hereby submit to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts, and waive any jurisdictional, venue or inconvenient forum objections to such courts. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Severability

If any provision of these Terms of Use is held to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall apply only to such provision and shall not in any manner affect or

render illegal, invalid, or unenforceable any other provision of these Terms of Use, and that provision and these Terms of Use generally shall be reformed, construed, and enforced so as to most nearly give lawful effect to the intent of the parties as initially expressed in these Terms of Use.

Entire Agreement

These Terms of Use constitute the entire agreement between you and us with respect to the Site, and supersede all prior or contemporaneous communications and proposals, whether oral, written or electronic, between you and us with respect to the Site; provided, however, that to the extent you are permitted to access services offered through the Site by us or our third-party providers, your use of such services shall be subject to any additional terms of use applicable to such services.

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