

TERMS OF USE

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- a. YOU ARE AUTHORIZED TO ENTER INTO THESE TERMS OF USE FOR AND ON BEHALF OF YOURSELF (AND YOUR ORGANIZATION) AND ARE DOING SO;
- b. YOU (AND YOUR ORGANIZATION) CAN LEGALLY ENTER INTO THESE TERMS; AND
- c. YOU HAVE READ, UNDERSTAND, AND AGREE THAT YOU (AND YOUR ORGANIZATION) AND EACH USER SHALL BE BOUND BY THESE TERMS AND THE PRIVACY POLICIES OF CREWE ADVISORS, LLC AND CREWE ADVISORS (COLLECTIVELY, THE “PRIVACY POLICIES”) AND ALL MODIFICATIONS AND ADDITIONS PROVIDED.

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IF YOU DO NOT AGREE TO THESE TERMS OR THE PRIVACY POLICIES, PLEASE DO NOT USE THIS SITE.

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To access and use the Site, you must be at least eighteen (18) years of age. BY CLICKING “I AGREE”, DOWNLOADING, INSTALLING, CONFIGURING, OR OTHERWISE ACCESSING OR USING THE SITE, YOU REPRESENT THAT:

- a. YOU HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM THE SITE;
- b. YOU CONFIRM THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH CREWE;
- c. YOU WILL COMPLY WITH THESE TERMS AND ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS, RULES, AND REGULATIONS; AND
- d. YOU ARE NOT A COMPETITOR OF CREWE AND DO NOT INTEND TO USE THE SITE FOR REASONS THAT ARE IN COMPETITION WITH CREWE OR OTHERWISE TO REPLICATE SOME OR ALL OF THE SITE FOR ANY REASON.

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- b. You may store files that are automatically cached by your web browser for display enhancement purposes;
- c. You may print or download a reasonable number of pages of the Site and such Content for your own personal, non-commercial use, provided that you do not delete or alter any copyright, trademark, or other proprietary rights notices from copies of the Site and such Content, and you do not further use, reproduce, publicize, or distribute any Content; or
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- g. Attempt to gain unauthorized access to, interfering with, damaging or disrupting any parts of the Website, the server(s) on which the Website is stored, or any server, computer or database connected to the Website; or
- h. Use the website in any way that violates the applicable federal, state or local laws, rules or regulations.

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Your privacy is important to us. Our goal is to make the Site as good, useful, and rewarding for you as possible. In order to do so, Crewe may collect and process information from you as you use the Site. Crewe will collect certain personally identifiable information from you. Please refer to the Privacy Policies for more details. By accessing or using the Site, you agree that Crewe may collect, use, and disclose the information you provide when you access and use the Site, pursuant to our Privacy Policies.

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CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

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YOU AGREES TO INDEMNIFY AND HOLD CREWE, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY BREACH OF THE TERMS OF THIS AGREEMENT BY YOU. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE OF THIS SITE, ANY INFORMATION OBTAINED FROM OR THROUGH THIS SITE, ANY VIOLATION BY YOU OF THESE TERMS, OR ANY BREACH OF THE REPRESENTATIONS, WARRANTIES, AND COVENANTS MADE BY YOU HEREIN. CREWE RESERVES THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY CREWE AND YOU AGREE TO COOPERATE WITH CREWE'S DEFENSE OF THESE CLAIMS. CREWE WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION, OR PROCEEDING UPON BECOMING AWARE OF IT. YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS' FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE SITE AND ANY INFORMATION ACCESSED FROM THIS SITE.

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Nothing contained in these Terms or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

15. WAIVER

The failure of Crewe to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. Any waiver of these Terms by Crewe must be in writing and signed by an authorized representative of Crewe.

16. MODIFICATION OF TERMS

Crewe reserves the right, with or without notice, to make changes to these Terms at Crewe's sole discretion. YOUR CONTINUED USE OF ANY PART OF THIS SITE CONSTITUTES YOUR BINDING ACCEPTANCE OF SUCH CHANGES TO THESE TERMS. You should review these terms periodically to determine if any changes have been made. The most current version of this agreement, which supersedes all previous versions, can be reviewed by going to the Website. Additionally, if the modified Terms materially alter your rights or obligations, Crewe may require you to provide consent by accepting the modified Terms. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THIS SITE. To the extent that any modifications to the Terms or Privacy Policies are not allowed under applicable laws, the prior most recent version of the Terms or Privacy Policies shall continue to apply.

17. TERMINATION

You agree that Crewe, in its sole discretion, for any or no reason, and without penalty, may terminate your access and use of the Site or any account (or any part thereof) that you may have with Crewe, and remove and/or discard all or any part of your account or user profile, at any time, with or without notice. Crewe may also in its sole discretion and at any time prohibit you from accessing and using the Site or discontinue providing access to the Site, or any part thereof, with or without notice. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies that Crewe may have at law or in equity. As provided herein, Crewe does not permit copyright infringing activities on the Site and Crewe shall be permitted to terminate access to the Site. BY ACCEPTING THESE TERMS, YOU WAIVE AND SHALL HOLD CREWE HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY CREWE DURING OR AS A RESULT OF ITS INVESTIGATIONS AND / OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER CREWE OR LAW ENFORCEMENT AUTHORITIES.

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If you are a California resident, you are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (800) 952-5210.

19. GOVERNING LAW

Your use of this Site constitutes your irrevocable agreement that these Terms and any issues relating to the information available on this Site or any dispute that may arise between you and Crewe or its affiliates, are to be governed exclusively by the laws of the State of Utah, excluding the application of its conflicts of law rules, and the federal laws of the United States, to the extent applicable. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THIS WEBSITE OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

20. ARBITRATION

Any dispute, controversy or claim arising out of or related in any manner to these Terms which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the Financial Industry Regulatory Authority (“FINRA”). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of [one (1) or three (3)] arbitrators sitting in Salt Lake County, Utah. The decision of the arbitrators shall be binding on the parties. The arbitrator shall be empowered to award money damages, subject to the limitations set forth herein, but shall not be empowered to award direct, indirect, incidental, special or consequential damages or specific performance. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to these Terms. Notwithstanding the foregoing, any action seeking injunctive relief shall be submitted to the courts and shall not be subject to this provision.

21. CONTENT TO BE REVIEWED IN ITS ENTIRETY; SEVERABILITY

All content on this Site is meant to be reviewed in their entirety, including any footnotes, legal disclaimers, restrictions, disclosures, or hedge clauses, for any partial content in the same manner as they do to the whole, and they will be deemed incorporated in the portion of any content or document that you consult or download. If any part of these Terms are found by a court of competent jurisdiction to be unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. In addition, in such event the unenforceable or invalid provision shall be deemed to be modified to the extent necessary to (i) render it valid and enforceable and (ii) give the fullest effect possible to the original intent of the provision.

22. ENTIRE AGREEMENT

These Terms constitute the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and Crewe with respect to the Site and any service it provides. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies, guidelines, or rules that may apply when you use the Site or any of its services.