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We may make available to You through the Website a broad range of financial information that we obtain from our agents, vendors or partners (“Third Party Providers”). This may include financial market data, quotes, news, analyst opinions and research reports (collectively, “Market Information”). We do not endorse or approve the Market Information, and we make it available to you only as a convenience. CWM and our Third-Party Providers do not (a) guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information; or (b) warrant any results from your use or reliance on the Market Information. Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither Us nor the Third-Party Providers are obligated to update any information or opinions contained in any Market Information, and we may discontinue offering Market Information at any time without notice. You agree that neither CWM nor the Third-Party Providers will be liable in any way for the termination, interruption, delay or inaccuracy of any Market Information. You will not redistribute or facilitate the

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You represent and warrant, each time You access the Website or use the Content, that (a) You have agreed to be bound by the terms of this TOU; (b) You shall only use the Website and the Content in accordance with this TOU, any applicable Supplemental Agreement and applicable law; and (c) if You are accessing the Services on behalf of another party, You assume all fiduciary, regulatory and other requirements and duties that may apply to Your relationship to such party.

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Your Indemnification Obligations

You agree to indemnify and hold CWM, and its directors, officers, employees, and agents harmless from and against all claims and expenses, including attorney's fees, arising out of the use of the Website, or its Content, by You.

Governing Law

This TOU will be governed by Nebraska law without giving effect to principles of conflict of law. Any party bringing legal action or proceeding against the other for any dispute or controversy between the parties arising out of or relating to this Website, the Content, or the use thereof, shall bring the legal action or proceeding (i) in the United States District Court of Nebraska; or (ii) in any court of the State of Nebraska, sitting in Douglas county, if there is no federal subject matter jurisdiction. You acknowledge that any violation of the terms of this TOU, or misuse of the Website or the content, or infringement of any Mark may cause CWM irreparable harm, the amount of which may be difficult to ascertain, and therefore, You agree that CWM shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for the such other relief as CWM deems appropriate. This right of CWM is to be in addition to the remedies otherwise available to CWM.

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You may not assign, sublicense, delegate, subcontract or otherwise transfer Your rights, duties and obligations under this TOU to a third party without Our express written consent. Any instrument purporting to make an assignment or other transfer in violation of this provision shall be null and void. Any forbearance or delay on the part of either party hereto in enforcing any provision of this TOU or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence.

Entire Agreement

This TOU, together with any and all Supplemental Agreements, constitute the entire agreement between You and Us with respect to Your use or access of the Website or the Content.

Severability

If for any reason a court of competent jurisdiction finds any provision of this TOU, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this TOU, and the remainder of this TOU shall continue in full force and effect.

Miscellaneous

Any cause of action with respect to the Website or the content must be commenced by You within one year after the claim or cause of action arises. The rights and remedies of the parties hereunder are cumulative and are in addition to, and not in lieu of, all rights and remedies available at law and in equity.

Commitment to Privacy.

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