

TERMS OF USE

Invest Southwest ("Company", "us", "we" or "our") is excited to provide you this website (the "Site") and associated services (the "Services"). Your use of the Site and the Services is subject to these Terms of Use.

1. Acceptance of Terms

By using the Site, you agree to these Terms of Use. In addition, when using particular Services, there may be additional policies, guidelines or rules applicable to such Services. All such policies, guidelines or rules are hereby incorporated by reference into these Terms of Use.

2. Services provided by

Company currently provides users with access to a variety of Services, which may include but is not limited to, communications tools, discussion groups, forums, documents, news, press releases, peer publishing, industry articles, and knowledge banks. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the Terms of Use.

3. Site Access, License, and Privacy

For privacy considerations, users under the age of thirteen (13) are not permitted to use the Services or access the Site. Provided that you are not under the age of thirteen (13), we hereby grant you a personal, non-exclusive, non-transferable, revocable license to access our Site and use the Services (the "License"). You may not reproduce, duplicate, copy, sell, resell or commercially exploit for any purposes, any portion of, use of, or access to the Service or Site. In the unlikely event you fail to comply with these Terms of Use, we may terminate the License without notice and you will no longer be permitted to use the Services or access the Site.

If you are issued a password and account by Company to access any Services, you are personally responsible for maintaining the confidentiality of any such password and account and for all activities that occur under such password or account. You will need to immediately notify Company of any unauthorized use of your password or account or any other breach of security.

If we become aware of possible violations of these Terms of Use, we may initiate an investigation that may include gathering information from you or any user involved and the examination of other material. We may suspend the provision of our Services temporarily, or we may permanently remove the material involved from our servers, cancel posts, provide warnings to you, or suspend or terminate your access to our Site. We will determine what action will be taken in response to a violation at our sole discretion. We will fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

Company values your privacy and understands your privacy concerns. We work hard to build trust with our customers and will continue to do so. Accordingly, use of the Services and this Site is subject to our Privacy Policy, which may be found at: http://www.venturemadness.com/wp-content/uploads/2014/12/InvSW_Privacy_Policy_2015.pdf.

4. Spam Policy

In order to maintain the integrity of the Site, you are not to use the Services to post or send (a) messages which are unrelated to a particular topic of discussion of a news group or message board facilitated by Company (b) unsolicited commercial email, (c) unsolicited bulk email, (d) mass email, (e) junk email, (f) chain letters, (g) pyramid schemes or (f) messages advertising goods or services that are addressed to a recipient with whom you do not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient (collectively, "Spam"). Other types of Internet abuse which may also qualify as Spam include, but are not limited to, (i) disrupting the normal flow of dialogue, or causing the screen to "scroll" faster than other users of the Services are able to type, or otherwise acting in a manner that negatively affects another users' ability to engage in real-time exchanges, (ii) using "bots" or otherwise harvesting other users' information, including email addresses, and (iii) uploading, posting, emailing, or transmitting the same message, URL, or post multiple times.

In addition to any of the foregoing, electronic messages sent or caused to be sent using the Services may not contain false or misleading information in the subject line or otherwise contain false or misleading content; employ any technique to otherwise misrepresent, hide or obscure any information identifying the point of origin or the transmission path; use or contain invalid or false headers; use any other means of deceptive addressing; use a third party's internet domain name, or be relayed from or through a third party's computer system, without permission of such third party; or use or contain invalid, non-existent or otherwise false domain names.

5. Links to Third Party Sites

The Site and the Services may contain links to third party websites, deals, coupons, news articles, blog posts, or other content ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the content of, any transmission received from or the stability of, any Linked Site. Company is providing these links to you only as a convenience and the inclusion of any link does not imply endorsement by Company or any association with its operators, or guarantee that the content contains accurate information. Please review the separate privacy statements and terms of use posted at each Linked Site.

You are also cautioned to carefully read the terms and conditions of any coupons, specials, sweepstakes, promotions, sales or other offers from any Linked Site. Company shall not be responsible for any inaccuracies; misrepresentations; product or service liability; offensive, infringing, libelous or illegal materials; lack of availability of other sites, information, promotions, products, or services; viruses or other computer problems resulting from use of such sites; or any liabilities resulting from the terms and conditions of other sites. Company does not guarantee any content on such sites or anything offered by third parties, including but not limited to prices, promotions, products, or services.

Linked Sites are not under the control of Company, are not monitored or reviewed by Company, and Company is not aware of the contents of the Linked Sites. Company does not sponsor, endorse, or recommend these Linked Sites and makes no representations or warranties of any kind with regard to any Linked Sites, their terms of use, or the way they may collect, save, store, and use information, including your personally identifiable information. You acknowledge that Company is not responsible for the products, services, accuracy, copyright compliance, legality, decency, or any other aspect of the contents or any transmissions received through such Linked Sites. These Linked Sites may contain information or material that is illegal, unreasonable or that some people may find inappropriate or offensive. The inclusion of such a link or frame does not imply endorsement of that site by Company or its advertisers or licensors, or any association with its operators, and is provided solely for your convenience. If you have any complaint with such sites, you should contact that site directly.

6. Hosted and Submitted Content

At times, we may host third party articles and similar content on our Site, or articles or content written by our own employees and contractors (collected "Hosted Content"). All of such Hosted Content available on or through the Services and/or the Site is owned by us, our suppliers, and our contributors, and is protected by copyright, trademark, and other proprietary rights. We give you permission to use the Hosted Content for personal, non-commercial purposes only. You may print, download, and store articles and other information included within the Hosted Content for your own convenience, but you may not distribute, republish, sell, mine, exploit, frame or scrape any of the Hosted Content, or exploit the Hosted Content for commercial gain.

At times, you may be invited to submit content to the Site, which may include but is not necessarily limited to items such as documents, music, sound, photographs, video, topical questions or responses submitted through forums or blog entries, either for publication, circulation and/or distribution (collectively, the "Submitted Content" and when used generically with Hosted Content, "Content"). Such Submitted Content is yours and Company does not claim ownership of Submitted Content, but by submitting such Submitted Content you grant Company a nonexclusive, royalty-free, fully paid-up, worldwide license to link to, reproduce, distribute, adapt, promote, display, and sublicense the Submitted Content. We must reserve the right to remove any Submitted Content at any time without notice. Further, any publication of any Submitted Content is at our discretion.

By providing Submitted Content, you certify that you own the Submitted Content, or otherwise have the right to freely redistribute the Submitted Content without limitation, and that providing this Submitted Content will not violate or infringe upon the rights of any third party, including but not limited to, copyrights, patents, trademarks, trade secrets, right of publicity or other proprietary rights. Further, you certify that your submissions contain no elements and produce no results that are defamatory, obscene, in violation of any law, or otherwise contain harmful or destructive content or output, including but not limited to any viruses, worms, and Trojan horses.

Company assumes no liability with respect to disputes over Content ownership, copyright, or trademarks. In the event that Company is notified by a rightful owner that an infringement of ownership, copyright, or trademark has occurred, Company will remove the Content in question in a timely manner without notice. If you believe that Content included on the Site is your proprietary work and has been copied in a way that constitutes an infringement of your rights in that work, please immediately notify Company of any such infringement at kkatzroke@investsouthwest.org, in the manner set forth below. All reports and inquiries will be kept confidential, except to the extent necessary to investigate any alleged violation and enforce these Terms of Use.

When reporting an infringement, please ensure you provide all of the following information: (i) a detailed description of the Content on the Site that you, in good faith, believe is an infringement of your ownership rights; (ii) a statement by you that you have a good faith belief that the disputed use has not been authorized by you, the copyright owner; (iii) a statement by you declaring under penalty of perjury that (A) the foregoing information is accurate, (B) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of the actual owner, and (C) your physical address, telephone number, and email address. Company will remove the infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act (DMCA).

Much of the Content on the Site is provided by third-parties, including third-parties that have paid to place their Content on the Site. Company expressly disclaims any representation or warranty about the accuracy of such content.

7. Disclaimer of Warranties/Limitation of Liability

While we use reasonable efforts to include accurate and up-to-date information on the Site, we make no representations as to the accuracy, quality, timeliness, availability, or completeness of the information, documents, Content or other materials available on the Site, and you should not rely upon them. We provide the Site and any Service on an "AS IS, AS AVAILABLE" basis. You use the Site and any Service at your own risk, and Company, its employees, directors, and agents are not liable for any errors or omissions in their content or delivery, or for any form of loss or damage (including any consequential, indirect, incidental, special, or exemplary damages, even if known to us) that may result from their use. We expressly disclaim all warranties, including warranties of merchantability, fitness for a particular purpose or non-infringement. If any of the above provisions are void under governing law, our liability shall be limited to the maximum extent permitted by law.

8. Indemnification

You will indemnify and hold Company, and its subsidiaries, affiliates, officers, agents, and employees harmless against any claim, dispute, or demand, including reasonable attorneys' fees, which may arise from a breach or violation by you of these Terms of Use, including any Content submitted to, uploaded to, or transmitted via Company by you.

9. Injunctive Relief

Your breach of these Terms of Use may result in immediate and irreparable harm to us, for which there may be no adequate remedy at law, and, therefore, you agree that we shall be entitled to equitable relief to compel you to cease and desist all unauthorized use, evaluation and/or disclosure of information obtained through the Site, which is in addition to any other remedies available at law or in equity.

10. Jurisdiction

These Terms of Use, and the rights and obligations hereunder, are governed by, and construed in accordance with, the laws of the State of Arizona. Any legal action or proceeding between you and us arising out of or relating

to the Terms of Use or your use of the Site shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Phoenix, Arizona, and you hereby expressly and irrevocably consent to be bound by the personal jurisdiction and venue of such courts.

11. No waiver; Severability

A waiver of any breach of any provision of the Terms of Use shall not be deemed to be a waiver of any repetition of such breach or in any manner affect any other terms or conditions of the Terms of Use. We do not waive any rights by the failure to enforce this policy in every instance in which it might apply. In the event that any provision of the Terms of Use is held to be unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that is the closest to the intention underlying the unenforceable provision.

12. Assignability

We may assign our rights and delegate our duties under the Terms of Use either in whole or in part at any time without notice. You may not assign, sublicense or otherwise transfer your rights or obligations, in whole or in part, under the Terms of Use to anyone else without our prior written consent.

13. Relationship

This Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us.

14. Updates and Changes to Terms of Use

We may add to, change, update or modify these Terms of Use by posting such addition, change, update or modification on the Site. Any such change, update or modification will be effective immediately upon posting on the Site.