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You represent that you have the capacity to be bound by this Agreement, or if you are acting on behalf of a company or other entity, you have the authority to bind such company or entity.

Your Access and Use of the Service

Your right to access and use the Service is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use www.CDx3Investor.com for lawful purposes and pursuant to the terms and conditions of this Agreement.

Your access and use of www.CDx3Investor.com may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of www.CDx3Investor.com or other actions that DEL MAR RESEARCH, LLC, at its sole discretion, may elect to take. DEL MAR RESEARCH, LLC reserves the right to enhance, modify and/or suspend any portion or feature of www.CDx3Investor.com at any time at its sole discretion and without prior notice.

Any action by you that, at DEL MAR RESEARCH, LLC's sole discretion: (i) violates the terms and conditions of this Agreement; (ii) restricts, inhibits or prevents any access, use or enjoyment of www.CDx3Investor.com; or (iii) through the use of www.CDx3Investor.com, defames, abuses, harasses, offends or threatens, shall not be permitted, and may result in your loss of the right to access and use www.CDx3Investor.com. Your sole remedy upon such loss of the right to access and use www.CDx3Investor.com will be a refund of the unused (prorated) portion of the subscription fee.

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- v. Information containing or constituting chain letters, mass mailings, political campaigning, or any form of "spam";
- vi. Information that is false, inaccurate or misleading;
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You are responsible for obtaining and maintaining all telephone, computer hardware, Internet access services, email services, email addresses and other equipment or services needed to access and use www.CDx3Investor.com, and all costs and fees associated with Internet access or long distance charges incurred with regard to your access and use of www.CDx3Investor.com or other services provided to you by DEL MAR RESEARCH, LLC by as subscriber to the Service. You may change the email address associated with your subscription to the Service by sending an email request to CustomerSupport@CDx3Investor.com.

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Limitations on DEL MAR RESEARCH, LLC's Liability

DEL MAR RESEARCH, LLC SHALL IN NO EVENT BE RESPONSIBLE TO, OR LIABLE TO, YOU, OR ANY THIRD PARTY, WHETHER

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Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

Your Indemnification of DEL MAR RESEARCH, LLC

You shall defend, indemnify and hold harmless DEL MAR RESEARCH, LLC, its employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including, but not limited to, attorneys' fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by you; (ii) your failure to provide accurate, complete and current personally identifiable information requested or required by DEL MAR RESEARCH, LLC to operate the Service; (iii) your access or use of www.CDx3Investor.com; and/or (iv) access or use of www.CDx3Investor.com under any password that may be issued to you.

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Amendments of this Agreement

DEL MAR RESEARCH, LLC reserves the right to update, amend and/or change this Agreement at any time at its sole discretion and without notice. Updates to this Agreement will be posted on www.CDx3Investor.com. You are encouraged to revisit this Agreement from time to time in order to review any changes that have been made. Your continued access and use of www.CDx3Investor.com following the posting of any such changes shall automatically be deemed your acceptance of all changes.

DEL MAR RESEARCH, LLC's Remedies

You acknowledge that DEL MAR RESEARCH, LLC may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, DEL MAR RESEARCH, LLC shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the courts of record of Sacramento County, California. You consent to the jurisdiction of such court and waive any objection to the laying of the venue of any such action or proceeding in such court. You agree that service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

Governing Law; Arbitration

This Agreement is to be governed by and construed in accordance with the internal laws of the State of California, without regard for principles of conflicts of laws. Any civil action, claim, dispute or proceeding arising out of or relating to this Agreement, except for an injunctive action regarding a breach or threatened breach of any provision of this Agreement by you as provided above, shall be referred to final and binding arbitration, before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association in Sacramento, California. THEREFORE, YOU DO NOT HAVE THE OPPORTUNITY TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING WWW.CDX3INVESTOR.COM OR BY PAYING THE SUBSCRIPTION FEE FOR THE SERVICE, YOU CONSENT TO THESE RESTRICTIONS.

You and DEL MAR RESEARCH, LLC shall select the arbitrator, and if you and DEL MAR RESEARCH, LLC are unable to reach agreement on selection of the arbitrator within thirty (30) days after the notice of arbitration is served, then the American

Arbitration Association shall select the arbitrator. Arbitration shall not commence until the party requesting it has deposited One Thousand Dollars (\$1,000.00) with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration shall advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and DEL MAR RESEARCH, LLC, jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Sacramento, California. Judgment upon any award rendered by the arbitrator shall be final, binding and conclusive upon you and DEL MAR RESEARCH, LLC and your and DEL MAR RESEARCH, LLC's respective administrators, executors, legal representatives, successors and assigns, and may be entered in any court of competent jurisdiction. Notwithstanding the previous sentence, in no event shall you be entitled to punitive damages and you hereby waive your rights to any punitive, special, indirect or consequential damages, including, but not limited to, damages for any loss of profit, revenue or business. Total damages, if any, for which you may claim relief will be limited to the unused portion of your subscription fee for the Service.

Miscellaneous

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

All covenants, agreements, representations and warranties made in this Agreement, as may be amended by DEL MAR RESEARCH, LLC from time to time, shall survive your acceptance of this Agreement and the termination or expiration of this Agreement or your subscription to the Service.

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This Agreement represents the entire understanding and agreement between you and DEL MAR RESEARCH, LLC regarding the subject matter of the same, and supersedes all other previous agreements, understandings and/or representations regarding the same. If you have questions, comments, concerns or feedback regarding this Agreement, please contact us at CustomerSupport@CDx3Investor.com.

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