

## **Terms and Conditions Governing the Use of the Colony Website**

### **Your Agreement to These Terms and Conditions**

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### **Overview**

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### **Terms and Conditions of Use**

These Terms and Conditions are a binding contract between you and Colony. By using or accessing this Website, you accept and agree to be bound by these Terms and Conditions. Your use of the website is governed by the version of the Terms and Conditions in effect on the date in which this site is accessed by you. Colony may modify these Terms and Conditions at any time and without prior notice. You should review these Terms and Conditions from time to time, as your continued use of this site signifies your acceptance of any changes.

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Some of the information on this Website contains forward-looking statements. Such statements include, in particular, statements about Colony's plans, strategies and prospects for success. You can generally identify forward-looking statements by the use of forward-looking terminology such as "may," "will," "expect," "intend," "anticipate," "estimate," "believe," "continue" or other similar words. You should not rely on any forward-looking statements because the matters they describe are subject to known and unknown risks, uncertainties and other unpredictable factors that are beyond Colony's control, which could cause our actual results to differ materially from those projected in any forward-looking statement we make. Actual results may vary from these projections, and the variations may be material.

### **Means of Access**

Certain parts of the Colony website are protected by a User ID and Password and require a login. You may not obtain or attempt to obtain unauthorized access to such parts of the Colony website, or to any other protected materials or information, through any means not intentionally made available by Colony for your

specific use. If you have a User ID and Password for access to non-public areas of the Colony website, you are solely responsible for all activities that occur in connection with your User ID and Password; therefore, you should take steps to protect the confidentiality of this information. You agree to notify Colony immediately if you become aware of any disclosure, loss, theft or unauthorized use of your User ID and Password.

### **Indemnification**

As a condition of your use of the Colony website, to the extent permitted by law, you agree to indemnify, defend and hold Colony and its third-party providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from or in any way connected to your use of the Colony website, or from your violation of these Terms and Conditions.

### **Limitation of Liability**

COLONY WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF COLONY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE SERVICES AND INFORMATION AVAILABLE FROM ITS WEBSITE.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE COLONY WEBSITE AND ANY THIRD-PARTY CONTENT.

### **Force Majeure**

Colony will not be liable for failure or losses caused by conditions and events beyond its control including, without limitation: fire, electrical, mechanical or equipment breakdowns, delays by third-party vendors and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of governmental authority or new governmental restrictions, market fluctuations or acts of God.

### **Links to Third-Party Websites**

This website may contain links to third-party websites. Any links to such third-party websites are provided solely as a convenience to you and not as an endorsement by Colony of the content on such third-party web sites, or any affiliation or association with its operators. Colony is not responsible for the content of linked third-party sites, including, without limitation, any link contained in a linked site, or any changes or

updates to a linked site, and do not make any representations regarding the information, services, products or accuracy of any material contained on such third-party websites.

### **Changes to the Website**

Colony may terminate your access to the Colony website or discontinue or modify the Colony website at any time without prior notice to you. Your continued use of the Colony website following any such modification will constitute acknowledgement of your acceptance of said modifications.

### **Governing Law**

Except as otherwise required by law, the Terms and Conditions for this Website shall be governed, construed and enforced in accordance with the substantive and procedural laws of the State of North Carolina including its statutes of limitations, without regard to any conflicts of law principle, decisional law or statutory provision which would require, cause or permit the application of the substantive law of any other jurisdiction, and without regard to the 1980 United Nations Conference on the International Sale of Goods, which shall not apply to this Agreement.

### **Jurisdiction**

You hereby irrevocably consents to the personal jurisdiction of the courts of the State of North Carolina located in the County of Mecklenburg and of the United States District Court for the Western District of North Carolina, Charlotte Division (collectively, the "Designated Courts"), in any action to enforce, interpret or construe any provision of this Agreement or of any other agreement or document delivered in connection with this Agreement, and also hereby irrevocably waive any defense of improper venue or forum non conveniens to any such action brought in any of the Designated Courts. The parties further irrevocably agree that any action to enforce, interpret or construe any provision of this Agreement will be brought only in one of the Designated Courts and not in any other court.