

# Terms of Use

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WindSail collects personally identifiable information such as names and addresses only from visitors who voluntarily input such information in response to prompts we may place at various points on our web site. WindSail also will collect email addresses from the emails you send to our firm. Our computers may automatically collect certain non-personally identifiable information when you visit our site, such as the type of browser you are using or the domain name of your Internet service provider. They also may collect aggregate information on the site pages our users visit. WindSail may also collect information through the use of cookies, which is a small piece of information stored in your computer's memory. You may decline the use of cookies by using the appropriate feature of your web software if available.

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WindSail cannot guarantee confidentiality of email. We therefore recommend that you do not send any personal or identifying information (e.g., account numbers, credit card numbers, passwords) via email. We will not be responsible for any loss or damage that could result from interception by third parties of any information you send via email. All email messages sent by you to WindSail will be recorded and archived and are available for review by our managers and compliance personnel as well as by any of our regulators.

## **COOKIES**

A cookie is a small amount of data that is sent to your browser from a web server and stored on your computer's hard drive. Depending on the settings you have selected, your browser adds the text to your device as a small file.

You have the ability to accept or decline cookies. Many web browsers automatically accept cookies by default, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to sign in or use other interactive features of our Website and services that depend on cookies.

## **RISKS YOU ASSUME BY USING THIS WEBSITE**

Information on this website speaks only as of the date indicated. We make reasonable efforts to provide accurate information, but at times we may not promptly update or correct this website even if we are aware that it is inaccurate, outdated or otherwise inappropriate. You agree that we are not liable for any actions you take or decisions you make in reliance on any information on this website.

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## **WE MAY MONITOR AND RECORD ACTIVITY ON THE WEBSITE**

We may, but have no obligation to, monitor and record activity on this website for any reason or for no reason.

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## **DISCLAIMER OF WARRANTIES**

You expressly understand and agree that:

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## **GOVERNING LAW**

You agree that your use of this website and any disputes relating to the website or this User Agreement shall be governed in all respects by the laws of The Commonwealth of Massachusetts. Any dispute relating to the above shall be brought solely in the courts of The Commonwealth of Massachusetts and it is agreed that such courts shall have jurisdiction over the parties to this User Agreement and any dispute arising hereunder.

## **MODIFICATION OF USER AGREEMENT**

WindSail may modify this User Agreement in its sole discretion at any time. Notice of all changes to this User Agreement will be posted on this website. If you do not agree with the changes in the

User Agreement, your sole remedy is to discontinue the use of the website. By using this website after we post any changes to the User Agreement, you thereby agree to accept those changes.

## **TERMINATION**

We may terminate your access, or suspend any user's access to all or part of this website, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, a third-party provider, a service provider, or us.