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## McKinley Management Website Terms of Use (“Terms”)

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These Terms of Use apply to all websites managed by McKinley Management including [mckinleymgmt.com](http://mckinleymgmt.com), [mckinleycapital.com](http://mckinleycapital.com), [mckinley-alaska.com](http://mckinley-alaska.com), [mckinleyresearch.com](http://mckinleyresearch.com), and [alaskagrowth.com](http://alaskagrowth.com).

Please carefully read these Terms of Use (“Terms”, “Terms of Use”) before using this website (the “Service”) operated by McKinley Management, LLC (“us”, “we”, or “our”). Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These terms apply to all visitors, users and others who wish to access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

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### Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### Indemnification

You agree to defend, indemnify and hold harmless McKinley Management, LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

### Limitation of Liability

In no event shall McKinley Management, LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

McKinley Management, LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.



## Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

## Governing Law

These Terms shall be governed and construed in accordance with the laws of Alaska, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

## Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

## Contact Us

If you have any questions about these Terms, please contact us at [info@mckinleymgmt.com](mailto:info@mckinleymgmt.com) or 1 907 563 4488.