Terms of Use Agreement for www.bostoncapital.com

1. Acceptance of Agreement

Use of our website, and information distributed in conjunction with this website is offered to you on your acceptance of these Terms of Use, our Privacy Policy and other notices posted on our website. Your use of this website or of any content presented in any and all areas of the website indicates your acknowledgment and agreement to these Terms of Use, our Privacy Policy and other notices posted on our website. If you do not agree to be bound by and comply with all of the foregoing, you may not access or use our information, services, or website. We suggest you print a copy of each of these documents for your records.

This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to this site, the content, products or services provided by or through this site, and the subject matter of this Agreement.

Boston Capital shall have the right, at its sole discretion, to modify, add or remove any terms or conditions of these Terms of Use without notice or liability to you. Any changes to these Terms of Use shall be effective immediately following the posting of such changes on our website. The most recent version of these Terms of Use may always be found at http://www.bostoncapital.com/. You agree to review these Terms of Use from time to time and agree that any subsequent use by you of our website following changes to these Terms of Use shall constitute your acceptance of all such changes. These Terms of Use were last modified on February 1, 2007.

2. Third-Party Links

Boston Capital may link to other sites that we feel may be useful to users. Boston Capital has no relationship to these sites. Boston Capital makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party websites or services accessible by hyperlink from our sites, or third-party websites linking to our site. Such linked websites are not under the control of Boston Capital and Boston Capital is not responsible for the content of any such linked Web sites or any link contained in a linked website, or any review, changes or updates to such websites. When leaving Boston Capital, you should be aware that Boston Capital's terms and policies no longer govern, and, therefore, you should review the applicable terms and policies, including privacy and data gathering practices, of that website.

3. User Names, Passwords & Account Access

If you use any part of our website that requires a user name or password, you will be responsible for maintaining the confidentiality of that user name and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. In the event the confidentiality of your user information, accounts

and/or passwords are compromised in any manner, you should notify Boston Capital immediately. Boston Capital reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of its website and your accessibility, including without limitation terminating your access, changing your password or requesting additional information to authorize transactions on your account. Notwithstanding the above, Boston Capital may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall Boston Capital be held liable to you for any liabilities or damages resulting from or arising out of:

- a. any action or inaction of Boston Capital under this provision,
- b. any compromise of the confidentiality of your user information, accounts or password and
- c. any unauthorized access to your accounts or use of your password. Any unauthorized use of our website will terminate the permission or license granted herein and may violate applicable laws including copyright laws, trademark laws, and communications regulations and statutes. All violators will be prosecuted to the fullest extent of the law.

4. Applicable Laws

Our Website is administered by Boston Capital from its office in Boston, Massachusetts. Boston Capital makes no representation that materials at its website are appropriate or available for use outside the United States, and access to it from territories where its contents are illegal is prohibited. You may not use or export or re-export the materials at our website or any copy or adaptation in violation of any applicable laws or regulations including without limitation U.S. export laws and regulations. If you choose to access our website from outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws. This Agreement will be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, without giving effect to any principles of conflicts of laws. Any cause of action by you with respect to this website (and/or information, documents and other materials contained therein) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth under "Disclaimer" above. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against you or us. You expressly submit to the exclusive personal jurisdiction and venue of The Commonwealth of Massachusetts with respect to all matters relating to this Agreement or your use of this website, and consent to extra-territorial service of process in connection therewith. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed inconsistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with this website are in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

5. Copyright & ServiceMarks

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other materials related to our website are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such materials or any part of this website, except as allowed in our marketing material download area, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through this website. The posting of information or materials on this website does not constitute a waiver of any right in such information and materials. Some of the content on the website is the copyrighted work of third parties.

All trademarks, services marks, trade names, logos, and icons are proprietary to Boston Capital. Nothing contained on our Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the site without the written permission of Boston Capital. Your use of the service marks displayed on our website, or any other content on this website, except as provided herein, is strictly prohibited.

Images displayed on the website are either the property of, or used with permission by, Boston Capital. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by Boston Capital. Any unauthorized use of images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

6. Restrictions and Prohibitions on Use

Your license for access and use of the website and any information, materials or documents (collectively defined as "Content and Materials") therein are subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for the express limited purpose permitted in section 5 above), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of our website or any Content and Materials retrieved from it; (b) use the website or any materials obtained from the website to develop, as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content and Materials from the website; (d) use any Content and Materials from the website in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the website; (f) make any portion of the website available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse engineer any website software or use any network monitoring or discovery software to determine the website architecture; (h) use any automatic or manual process to harvest information from the website; (i) use the website for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the website in a manner that violates any state or federal law regulating email, facsimile transmissions or telephone solicitations; and (k) export or reexport the website or any portion thereof, or any software available on or through the website, in violation of the export control laws or regulations of the United States.

7. Nontransferable

Your right to use the website is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable.

8. Use of Information

We reserve the right, and you authorize us, to the use and assignment of all information regarding uses by you of our website and all information provided by you in any manner consistent with our Privacy Policy. All remarks, suggestions, ideas, graphics, or other information communicated by you to us (collectively, a "Submission") will forever be our property. We will not be required to treat any Submission as confidential unless you have marked it so, and will not be liable for any ideas (including without limitation, product, service or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future products, services or operations. Without limitation, we will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. We will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

9. Security

You should be aware that the Internet, being an open network, is not secure. If you choose to send any electronic communications to us by means of this website, you do so at your own risk. We cannot guarantee that such communications will not be intercepted or changed or that they will reach the intended recipient safely.

10. Securities Laws

Our website may include statements concerning our operations, prospects, strategies, financial condition, future economic performance and demand for our products or services, as well as our intentions, plans and objectives (particularly with respect to product and service offerings), that are forward-looking statements. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties,

many of which are beyond our control. When used on our website, words like "anticipates," "expects," "believes," "estimates," "seeks," "plans," "intends," "will" and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. The sites and the information contained therein do not constitute any offers or solicitations of offers for the sale of any securities (except for appropriately marked product prospectuses).

11. Information and Press Releases

The website may contain information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

12. Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the website and the Content and Materials provided therein.

13. Indemnification

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense related to your violation of this Agreement or use of our website.

14. Disclaimer

While Boston Capital uses reasonable efforts to include accurate and up-todate information on our website, errors or omissions sometimes occur.

- a. We and any of our affiliated entities shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (1) any errors in or omissions from the website or any services or products obtainable there from, (2) the unavailability or interruption of the website or any features thereof, (3) your use of the website, (4) the content contained on the website, or (5) any delay or failure in performance beyond the control of a party covered under this Agreement.
- b. We also assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in the website or your downloading of any materials, data, text, images, video, or audio from this website.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE MATERIALS ON THIS WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED AND BOSTON CAPITAL AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE. THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THE WEBSITE IN TERMS OF THEIR CORRECTNESS. ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. THE INFORMATION AND DESCRIPTIONS CONTAINED HEREIN ARE NOT NECESSARILY INTENDED TO BE COMPLETE DESCRIPTIONS OF ALL TERMS, EXCLUSIONS AND CONDITIONS APPLICABLE TO THE PRODUCTS AND SERVICES, BUT ARE PROVIDED SOLELY FOR GENERAL INFORMATIONAL PURPOSES: PLEASE REFER TO THE ACTUAL POLICY OR THE RELEVANT PRODUCT OR SERVICES AGREEMENT.

15. What To Do If You Have Any Concerns

If you should have any questions regarding our Privacy Policy, the Terms of Use Agreement, or anything relating to our website, please contact:

http://www.bostoncapital.com/contact_us.html