

## **Accredited.AM Website Terms of Use**

### **1. Terms of Use of Accredited.AM Services**

Your use of Accredited.AM services, including web sites, content, products, software and other services (referred to collectively as the "Website" in this document and excluding any services provided to you under any separate written agreement) is subject to a legal agreement that incorporates the following terms and conditions (referred to as the "Terms of Use," or the "Agreement") between you and North Capital Investment Technology, Inc., a Delaware Corporation (referred to as "NCIT" or the "Company").

This document sets forth the Terms of Use and conditions of the Agreement. The Agreement incorporates by reference any and all Legal Notices applicable to the Website, in addition to the Terms of Use herein. Any such Legal Notices will be accessible for you to read either within, or through your use of, the Website.

Unless otherwise agreed in writing, your agreement with NCIT will always include, at a minimum, the Terms of Use and conditions set forth in this document.

This Agreement, including the additional Legal Notices, forms a legally binding contract between you and the Company in relation to your use of the Website. It is important that you take the time to read all of the documents carefully. If there is any contradiction between what the Legal Notices say and what the Agreement says, then the Legal Notices shall take precedence in relation to that part of the Website.

The Website may include links to other web sites or services provided by unaffiliated third parties. If you choose to access such web sites or services via the Website, then your use of Website requires you to accept the Terms of Use related to the other services. You are encouraged to carefully review these Terms of Use and conditions before using the Accredited.AM Website.

### **2. Accepting the Terms of Use**

In order to use the Accredited.AM Website, you must first agree to these Terms of Use. You may not use the Website if you do not accept the Terms of Use and you must discontinue the use of the Website if you do not continue to accept the Terms of Use. You accept the Terms of Use by actually using the Website. You understand and agree that your first use of the Website will be treated as acceptance of the Terms of Use from that point forward.

You may not use the Website and may not accept the Terms of Use if you are not of legal age to form a binding contract with NCIT, or if you are a person barred from receiving access to the Website under the laws of the United States or other countries including the country in which you are resident or from which you use the Website, or if you have been denied the use of the Website. You are encouraged to save a local copy of this Agreement and any additional Legal Notices for your records.

### **3. Provision of the Website**

You understand and agree that affiliates and service providers of NCIT, including subsidiaries, parent companies, companies under common control with NCIT, and / or companies with whom NCIT has contracted, may provide the Website to you, that the form and substance of the Website provided to you may change from time to time without prior notice to you, and that NCIT may stop (permanently or temporarily) providing the Website (or any features within the Website) to users generally or you specifically at the Company's sole discretion, without prior notice.

You understand and agree that if NCIT disables your access to the Website, you may be prevented from accessing the Website, your account details or any files or other content that is contained in your account. There is no service-level agreement (an "SLA") with the Company or the Website. You understand and agree that the Website may not be available from time to time due to maintenance or service or network disruptions, and by your use of the Website you agree to hold harmless the Company for any such service interruptions.

#### **4. Your use of the Accredited.AM Website**

In order to access the Website, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Website, or as part of your continued use of the Website. You agree that any registration information you provide will always be truthful, accurate, and up to date. You agree to use the Website only for purposes that are permitted by (a) the Terms of Use and (b) any applicable law or regulation in the relevant jurisdiction (including any laws regarding the export of data or software to and from the United States or other relevant countries).

You agree not to access (or attempt to access) the Website by any means other than through the interface that is provided by NCIT unless you have been specifically allowed to do so in a separate agreement with the Company. You specifically agree not to access (or attempt to access) any element of the Website through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions in any robots.txt file present in the root directory of the Website. You agree that you will not engage in any activity that interferes with or disrupts the Website (or the servers and networks that host the Website or that are connected with any elements thereof).

Unless you have been specifically permitted to do so in a separate agreement with the Company, you agree that you will not reproduce, duplicate, copy, sell, trade or resell any of the elements or content of the Website for any purpose. You agree that you are solely responsible for (and that the Company has no responsibility to you or to any third party for) any breach of your obligations under the Terms of Use and for the consequences (including any loss or damage that the Company may suffer) of any such breach.

#### **5. Your Passwords and Security**

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any credentials you use to access the Accredited.AM Website. Accordingly, you agree that you will be solely responsible for all activities that occur under your credentials. If you become aware of any unauthorized use of your password or of your account, you agree to notify the Company promptly.

#### **6. Privacy and your Personal Information**

For information about NCIT's data protection practices, please refer to the Privacy Policy, which explains how your information will be treated and your privacy will be protected when you use the Website.

You agree to the use of your data in accordance with the NCIT Privacy Policy and the privacy policies related to other services provided as a part of the Accredited.AM Website. You are encouraged to review these policies prior to using the Website.

You understand and agree that NCIT is not responsible for the privacy or security of any information that you provide to third parties via the Website.

## **7. Content in the Website**

You understand that all information (such as data files, written text, publications, images) that you may have access to as part of, or through your use of, the Website are the sole responsibility of the person from which such content originated. All such information is referred to as the "Content."

You should be aware that Content presented to you as part of the Website may be protected by intellectual property rights that are owned by providers of that Content (or by other persons or companies on their behalf), and may be subject to confidentiality provisions. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by the Company and by the owners of that Content, in a separate agreement.

You agree that you are solely responsible for (and that NCIT has no responsibility for) any Content that you create, transmit or display while using the Website and for the consequences of your actions (including any loss or damage that the Company may suffer) by doing so.

## **8. NCIT's Rights**

You recognize and agree that the Company or its licensors own certain legal right, title and interest in and to the Website, including any intellectual property rights that subsist in the Website (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further understand and agree that the Website may contain information that is designated confidential by the Company or its licensors and that you shall not disclose such information without the Company's prior written consent.

Unless you have agreed otherwise in writing with the Company, nothing in the Terms of Use gives you a right to use any of the Company's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

Other than the limited license set forth in Section 10, the Company understands and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms of Use in or to any Content that you submit, post, transmit or display on, or through, the Website, including any intellectual property rights that subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing, you agree that you are responsible for protecting and enforcing those rights and that the Company has no obligation to do so on your behalf. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Website.

Unless you have been expressly authorized to do so in writing, you agree that in using the Website, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **9. Your License to use the Accredited.AM Website.**

The Company gives you a personal, worldwide, non-assignable and non-exclusive license to use the Website provided to you by NCIT and its licensors. This license is for the sole purpose of

enabling you to use and enjoy the benefit of the Website, in the manner permitted by the Terms of Use.

You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Website or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by the Company, in writing.

You may not assign (or grant a sub-license of) your rights to use the Website, grant a security interest in or over your rights to use the Website, or otherwise transfer any part of your rights to use the Website.

Certain software utilized by the Company may be licensed by the Company under the GNU General Public License or other public licenses. Nothing in this provision shall be construed as abrogating any rights of anyone to use software that has been used by NCIT under such public license.

## **10. Content License from you**

You retain copyright and any other rights you already hold regarding Content that you may be permitted to publicly submit, post or display on or through the Website.

By submitting, posting or displaying the content you give the Company a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content that you submit, post or display on or through, the Website.

You agree that this license includes a right for the Company to make such Content available to other companies, organizations or individuals with whom the Company has relationships in connection with the provision of the Website. You understand that the Company may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit the Company to take these actions. You confirm and warrant to the Company that you have all the rights, power and authority necessary to grant the above license.

## **11. Software Updates**

NCIT may offer proprietary software in conjunction with the Website, and it is possible that such Software may automatically download and install updates from time to time. These updates are designed to improve, enhance and further develop the Website and may take the form of bug fixes, enhanced functions, new software modules and completely new versions.

You agree to receive such updates (and permit the Company or its designee to deliver these to you) as part of your use of the Website.

## **12. Terminating your use of the Website**

The Terms of Use will continue to apply until terminated by either you or the Company as set forth below. If you want to terminate your legal agreement to use the Website, you may do so by notifying the Company in writing. The Company may at any time, terminate its legal agreement with you if:

(1) You have breached any provision of the Terms of Use (or have acted in a manner that clearly shows that you do not intend, or are unable, to comply with the provisions of the Terms of Use); or

(2) the Company is required to do so by law (for example, where the provision of the Website to you is, or becomes, unlawful); or

(3) any partner or affiliate with whom NCIT offered the Website to you has terminated its relationship with the Company or ceased to offer elements of the Website to you; or

(4) the provision of the Website to you by the Company is, in the Company's sole opinion, no longer commercially viable.

Nothing in this Section shall affect the Company's rights regarding provision of the Website under these Terms of Use. When these Terms of Use come to an end, all of the legal rights, obligations and liabilities that you and the Company have benefited from, been subject to (or which have accrued over the duration of the contract) or which are expressed to continue indefinitely, shall not be affected by this cessation.

### **13. EXCLUSION OF WARRANTIES**

NOTHING IN THESE TERMS OF USE, INCLUDING SECTIONS 13 AND 14, SHALL EXCLUDE OR LIMIT THE COMPANY'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS OF USE, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND NCIT'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, NCIT, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (1) YOUR USE OF THE WEBSITE WILL MEET YOUR REQUIREMENTS,
- (2) YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
- (3) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE, AND
- (4) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE WEBSITE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

THE COMPANY FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE

IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

#### **14. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(1) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE;

(2) ANY CHANGES THAT THE COMPANY MAY MAKE TO THE WEBSITE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE WEBSITE (OR ANY FEATURES WITHIN IT);

(3) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE WEBSITE;

(4) YOUR FAILURE TO PROVIDE THE COMPANY WITH ACCURATE ACCOUNT INFORMATION;

(5) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

THE LIMITATIONS ON THE COMPANY'S LIABILITY TO YOU SHALL APPLY WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

#### **15. Other Content**

The Website includes hyperlinks and embedded frames linked to other web sites, content and resources. NCIT may have no control over any web sites, content or resources that are provided by companies or persons other than NCIT.

You understand and agree that NCIT is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

You understand and agree that NCIT is not liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

## **16. Changes to the Terms of Use**

NCIT may make changes to these Terms of Use from time to time. When these changes are made, any new or revised Terms of Use will be made available to you from within, or through, the Website. You understand and agree that if you use the Website after the date on which the Terms of Use have changed, NCIT will treat your use as acceptance of the updated Terms of Use.

## **17. General Legal Terms of Use**

Sometimes when you use the Website, you may (as a result of, or through your use of the Website) use a service, download a piece of software, or purchase goods that are provided by another person or company.

Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms of Use do not affect your legal relationship with these other companies or individuals.

This Agreement (including the additional Legal Notices incorporated by reference) constitute the whole legal agreement between you and NCIT and govern your use of the Accredited.AM Website (but excluding any services that the Company or its affiliates may provide to you under a separate written agreement), and completely replace any prior agreements between you and NCIT in relation to the Website.

You agree that NCIT may provide you with notices, including those regarding changes to the Terms of Use, by email or postings on the Website. You agree that if NCIT does not exercise or enforce any legal right or remedy that is contained in the Terms of Use (or that the Company has the benefit of under any applicable law), this will not be taken to be a formal waiver of NCIT's rights and that those rights or remedies will still be available to the Company. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Use is invalid, then that provision will be severed from the Terms of Use without affecting the rest of the Terms of Use. The remaining provisions of the Terms of Use will continue to be valid and enforceable.

You understand and agree that each company that is a subsidiary or affiliate of NCIT shall be a third-party beneficiary to the Terms of Use and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms of Use that confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third-party beneficiaries to the Terms of Use.

Your relationship with NCIT under this Agreement, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and NCIT agree to submit to the exclusive jurisdiction of the courts located within the county of San Francisco, California to resolve any legal matter arising from the Terms of Use. Notwithstanding this, you agree that NCIT shall still be allowed to apply for preliminary injunctive relief (or an equivalent type of urgent legal relief) in any jurisdiction.