

## HALO INVESTING'S PLATFORM TERMS OF USE

Effective Date: May 25, 2016

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By using the Halo Investing platform ("Platform"), You agree to abide by all of the terms and conditions set forth in this Agreement. We reserve the right to change this Agreement from time to time by posting a notice of such change on Our Platform. It is Your responsibility to check the Platform and this Agreement from time to time for modifications. Continued use of the Platform after any modifications of this Agreement will constitute acceptance of such modifications. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE PLATFORM OR ANY INFORMATION CONTAINED ON THIS PLATFORM. YOUR ACCESS AND USE OF THIS PLATFORM CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS SET FORTH BELOW.

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3. Use of Platform. By using the Platform, Except as expressly authorized herein, you may not reproduce, copy, transmit, sell, license, display, distribute, publish, broadcast, circulate, modify, disseminate or commercially exploit the Halo Investing Content in any manner (including electronic, print or any other media now known or hereafter developed). Halo Investing may change or restrict Your use of the Platform at any time without notice. You also agree not to use the Platform for any unlawful purpose or in any manner that could damage, disable, overburden or impair any server, or the network(s) connected to any server of Halo Investing, or interfere with any other party's use and enjoyment of the Platform. You may not attempt to gain unauthorized access to the Platform or any services, other accounts, computer systems or networks connected to any server or to any of the services, through hacking, password mining or any other means. Any and all caching, hypertext linking to the Platform or framing of any Halo Investing Content is prohibited without Halo Investing's prior written consent. Halo Investing reserves the right to disable any unauthorized links or frames. In addition, you agree to not reverse engineer, disassemble, or decompile any aspect of the Halo Investing program, section or technology on the Platform.

4. Potential Disruption of Service. Access to the Platform may from time to time be unavailable, delayed, limited, or slowed due to, among other things: (a) hardware failure,

including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment; software failure, including among other things bugs, errors, viruses, configuration problems, incompatibility of systems, utilities, or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular information, documents or other content; (b) overload of system capacities; (c) damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown, or natural disasters; (d) interruption (whether partial or total) of power supplies or other utility service; (e) strikes or other stoppage (whether partial or total) of labor; (f) governmental or regulatory restrictions, exchange rulings, court or tribunal orders, or other human intervention; or (g) any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of Halo Investing.

5. Monitoring by Halo Investing. Halo Investing, its affiliates and agents (including Third Party Service Providers) are entitled, but not obligated, to monitor Your use of the Platform to evaluate

the quality of service You receive, Your compliance with this Agreement, the security of the Platform, or for other reasons. You agree that these monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which Halo Investing, its affiliates and agents (including Third Party Service Providers) monitor your use of the Platform and enforce or fail to enforce this Agreement or any other applicable agreements or guidelines. In

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8. Third Party Links. The Platform may contain links to third party platforms. Halo Investing makes no representation regarding the content or accuracy of any platform that You may access

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9. Use of Third Party Service Providers. Halo Investing may use third party service providers to assist in providing the Platform and any of the Halo Investing Content with or without notice to you (each a "Third Party Service Provider" and collectively the "Third Party Service Providers"). Halo Investing may also change the Third Party Service Providers or may itself provide the Platform and any of the Halo Investing Content without the assistance of any Third Party Service Provider. You consent and authorize Halo Investing to delegate the authorizations you provide to Us to Our Third Party Service Providers as We deem necessary or desirable to provide the Platform and any of the Halo Investing Content to You. You agree that the terms and

conditions of this Agreement, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such Third Party Service Providers and such Third Party Service Providers are deemed to be third party beneficiaries of this Agreement. You also agree that all references to Halo Investing within this Agreement and any incorporated terms are also deemed to include, where applicable, Halo Investing's agents, such as the Third Party Service Providers.

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agent or data or information provider: (a) for any purpose related to the conduct of Halo Investing's business or to the offering, providing, or maintaining of the Platform; (b) to comply with applicable rules, orders, subpoenas or other legal process, or in order to give information to any government agent or official requesting such information; and/or (c) for any other legitimate business purpose.

11. DISCLAIMERS OF WARRANTIES. THE ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS OF THE HALO INVESTING CONTENT IS NOT GUARANTEED. HALO INVESTING RESERVES THE RIGHT TO MAKE CHANGES AND CORRECTIONS TO THE HALO INVESTING CONTENT AT ANY TIME, WITHOUT NOTICE. HOWEVER, HALO INVESTING MAKES NO COMMITMENT TO UPDATE THE INFORMATION AND YOU ASSUME THE ENTIRE RISK AS TO THE USE OF THE PLATFORM. THE HALO INVESTING CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE." HALO INVESTING, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) DO NOT WARRANT THE ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS OF THE HALO INVESTING CONTENT, TEXTS, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED IN THE PLATFORM. HALO INVESTING, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) PROVIDE NO GUARANTY AGAINST THE POSSIBILITY OF DELAYS OR

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12. LIMITATIONS OF LIABILITY AND INDEMNIFICATION. HALO INVESTING, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) SHALL NOT HAVE ANY RESPONSIBILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES YOU MAY INCUR FROM ANY RELIANCE BY YOU ON HALO INVESTING CONTENT OR FOR THE RELIABILITY, ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS THEREOF, OR FOR ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY PART OF THE HALO INVESTING CONTENT, OR FOR ANY USE BY YOU OF THE PLATFORM. IN ADDITION TO, AND WITHOUT LIMITING THE FOREGOING, HALO INVESTING, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) SHALL NOT BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS OR OTHER COMPUTER CODE OR PROGRAMMING DEVICE THAT MIGHT BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT, OR OTHERWISE IMPEDE IN ANY MANNER THE AVAILABILITY OF THE HALO INVESTING CONTENT OR ANY OF YOUR COMPUTER, SOFTWARE, HARDWARE, DATA OR PROPERTY. IN ADDITION TO AND WITHOUT LIMITING THE

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13. User ID and Password. You are required to have a user ID and password to access certain areas of the Platform. You are responsible for maintaining the confidentiality of Your user ID and password and are responsible for all uses of them, regardless of whether the uses were authorized

by You. Halo Investing prohibits the transfer or sharing of user IDs and passwords. You agree to immediately notify Halo Investing of any unauthorized use of Your user ID or password or any

other breach of security.

14. Linking to the Platform. You may not link to the Platform prior to obtaining written permission from Halo Investing, which may be withheld in Halo Investing 's sole discretion.

15. General Practices Regarding Use And Storage. You agree that Halo Investing has no responsibility or liability for the deletion or failure to store any messages and other communications or other content. You acknowledge that Halo Investing reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Halo Investing reserves the right to modify these general practices and limits from time to time.

16. Termination. You agree that Halo Investing may, in its discretion, and without prior notice, immediately terminate Your Platform account and any associated email address.

17. Violation of Agreement. Halo Investing reserves the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in this Agreement, or the Privacy Policy, including, but not limited to, the right to block access from a particular Internet address to the Platform.

18. Severability. In the event any of the terms or conditions of this Agreement shall be held unenforceable, the remaining terms and conditions shall remain in full force and effect.

19. Governing Law. This Agreement will be governed by the law of the state of Illinois, without regard to conflicts of law principles thereof.

20. Assignment. This Agreement and your rights and obligations hereunder may not be assigned

by You. Halo Investing may assign this Agreement or any of the rights or obligations under them to a company affiliated with Halo Investing, or to a successor, an assignee or any other third party, subject to applicable law.

21. Waiver. Halo Investing's failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on the part of Halo Investing to exercise any power or right given to Halo Investing in this Agreement, or a continued course of such conduct on the part of Halo Investing, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to Halo Investing in this Agreement are cumulative and not exclusive of any other rights or remedies that Halo Investing otherwise has at law or equity.

22. Survival of Provisions. Those terms, provisions and sections of this Agreement hereby shall survive termination as necessary to give effect thereto.

23. Contacting Halo Investing. If You have Platform questions, comments, or concerns, please email us at [jason@haloinvesting.com](mailto:jason@haloinvesting.com).