

ALGONEST TERMS OF USE

Policy Effective Date: July 1, 2017

1. Introduction

AlgoNest is an automated investment service available online.

1.1 Purpose

We offer an automated investment service. Should you choose to become our Client, we will manage a diversified, continually rebalanced portfolio on your behalf in a very low cost and tax-efficient manner. Our unique service is made possible by combining a team of world-class financial experts with some of the best technology talents.

When you use our website you enter into a series of legally binding agreements.

You also agree to our Privacy Policy which covers how we collect, use, share and store your personal information.

1.2 Agreement

When you access our website at www.algonest.com ("our website") you're agreeing to be bound by the following Terms of Use, and, if you've elected to become a Client, our Client Agreement. Please therefore take the time to read the following binding Terms of Use below.

2. Obligations

You must be 18 or older to access our website.

2.1 Eligibility

AlgoNest is intended solely for individuals who are 18 or older. Any access to or use of AlgoNest by anyone under 18 is unauthorized, unlicensed, and in violation of these Terms of Use. By accessing or using AlgoNest, you represent and warrant that you are 18 or older.

You will keep your user name and password a secret.

You will not share your account with anyone else.

2.2 Your Access

In order to access certain features of AlgoNest, you must register to create an account ("User Account"). When you register, you will be asked to choose a password, which you will be required to use to access your User Account. AlgoNest has physical, electronic and procedural safeguards that comply with standards to guard Clients' non-public personal information (see Privacy Policy).

You are responsible for safeguarding your password and other User Account information. You agree not to disclose your password to any third party and you will notify AlgoNest immediately if your password is lost or stolen or if you suspect any unauthorized use of your User Account. As a User you agree that you shall be solely responsible for any activities or actions under your User Account, whether or not you have authorized such activities or actions.

You agree that the information you provide to us on account registration through our website will be true, accurate, current, and complete.

If you wish to learn more about becoming a Partner, please contact partnerships@algonest.com.

We may send you communications that you are required to read. You may customize them according to your preferences.

2.3 Alerts, Notifications and Service Communications

By creating a User Account, you automatically sign up for various types of alerts via e-mail. When logged in, you may customize, modify and in some cases deactivate alerts by adjusting the settings accordingly.

We never include your password in these communications, but we may include your name, or email address and information about your portfolio(s) if you are a Client. Anyone with access to your e-mail or mobile device will be able to view these alerts.

You may unsubscribe from marketing oriented emails at any time.

3. Disclaimer and Limit of Liability

3.1. This is our disclaimer of legal liability.

Your use of AlgoNest's Website, and the personal information you provide is at your sole discretion and risk. AlgoNest's Website and all materials, information, products and services included therein, are provided on an AS IS and AS AVAILABLE basis without warranties of any kind from AlgoNest.

ALGONEST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO ALGONEST'S WEBSITE, CONTENT AND/OR USER INFORMATION, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. ALGONEST DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED:

REGARDING THE AVAILABILITY, SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF ALGONEST'S WEBSITE, CONTENT AND/OR USER INFORMATION;

THAT ALGONEST'S WEBSITE WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED;

THAT ALGONEST'S WEBSITE WILL BE FREE FROM ELECTRONIC VIRUSES; OR

REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY ALGONEST ON ITS WEBSITE INCLUDING BUT NOT LIMITED TO INFORMATION OBTAINED THROUGH SOCIAL MEDIA.

No advice or information, whether oral or written, obtained by you from AlgoNest's Website, shall create any warranty not expressly stated in this Agreement. If you choose to rely on such information, you do so solely at your own risk.

Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

These are the limits of legal liability we may have to you.

3.2. Limitation of Liability

IN NO EVENT SHALL ALGONEST OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF ALGONEST, CONTENT AND/OR USER INFORMATION, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH ALGONEST OR FOR ANY INVESTMENT DECISIONS MADE ON THE BASIS OF SUCH INFORMATION, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT ALGONEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL ALGONEST'S CUMULATIVE LIABILITY TO YOU EXCEED U.S. \$100.

4. Termination

Each of us can end this agreement at any time.

You may request termination of your User Account at any time and for any reason by sending an email to support@algonest.com.

We may terminate or suspend your access to AlgoNest, in our sole discretion, at any time for any reason without notice to you. Further, if we believe, in our sole discretion, that a violation of these Terms of Use has occurred, we may take any other corrective action we deem appropriate.

We reserve the right to investigate suspected violations of these Terms of Use. We may seek to gather information from a user who is suspected of violating these Terms of Use (or from any other user) and you agree to provide us with such information. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing, or otherwise making available any User information, emails, or other materials that are believed to violate these Terms of Use.

Any suspension, termination, or cancellation shall not affect your obligations to AlgoNest under these Terms of Use (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

6. AlgoNest "Dos" and "Don'ts"

AlgoNest grants you a license to use our website so long as you comply with all our rules.

6.1 Dos.

You agree you will:

Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;

Provide accurate information to us, whether reported directly or through a third party who you authorize, and keep it updated;

Use the services solely for your personal, non-commercial use;

Use your real name on your profile and keep your password confidential;

Use the Services in a professional manner

6.2 Don'ts.

You agree you won't:

Circumvent, disable, or otherwise interfere with security-related features of AlgoNest or features that prevent or restrict use or copying of any content or User information;

Upload, email, transmit, provide, or otherwise make available:

any User information which you do not have the lawful right to use, copy, transmit, display, or make available (including any User information that would violate any confidentiality or fiduciary obligations that you might have with respect to the User information); or

any User information that infringes the intellectual property rights of, or violates the privacy rights of, any third-party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, moral right, or right of publicity); or

unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; or

any personal information that is unlawful, obscene, harmful, threatening, harassing, defamatory, or hateful, or that contains objects or symbols of hate, invade the privacy of any third-party, contain nudity, are deceptive, threatening, abusive, inciting of unlawful action, or are otherwise objectionable in the sole discretion of AlgoNest; or

any personal information that contains software viruses or any other computer code, files, or programs designed to (i) interrupt, destroy, or limit the functionality of any computer software; or (ii) interfere with the access of any user, host or network, including without limitation overloading, flooding, spamming, mail-bombing, or sending a virus to AlgoNest; or

any personal information that includes code that is hidden or otherwise surreptitiously contained within the User information;

Use any meta tags or other hidden text or metadata utilizing a AlgoNest name, trademark, URL or product name;

Forge any TCP/IP packet header or any part of the header information in any posting, or in any way use AlgoNest to send altered, deceptive, or false source-identifying information;

Interfere with or disrupt (or attempt to interfere with or disrupt) any AlgoNest web page, server, or network, or the technical delivery systems of AlgoNest's providers, or disobey any requirements, procedures, policies, or regulations of networks connected to AlgoNest.

Attempt to probe, scan, or test the vulnerability of any AlgoNest system or network or breach or impair or circumvent any security or authentication measures protecting AlgoNest;

Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide AlgoNest;

Attempt to access, search, or meta-search AlgoNest or content thereon with any engine, software, tool, agent, device, or mechanism other than software and/or search agents provided by AlgoNest or other generally available third-party web browsers, including without limitation any software that sends queries to AlgoNest to determine how a website or web page ranks;

Violate the terms of service or any other rule or agreement applicable to you or AlgoNest's inclusion in, reference to, or relationship with any third party or third-party site or service, or your use of any such third-party site or service;

Collect or store personal information about other users without their express permission;

Impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering, or commit fraud;

Solicit any User for any investment or other commercial or promotional transaction;

Violate any applicable law, regulation, or ordinance;

Scrape or copy information through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);

Use, launch, or permit to be used any automated system, including without limitation "robots," "crawlers," or "spiders"; or

Copy or use the information, content or data on AlgoNest in connection with a competitive service (as determined by AlgoNest);

Monitor AlgoNest's availability, performance or functionality for any competitive purposes

Use AlgoNest or content thereon in any manner not permitted by these Terms of Use

Copyrighted Materials: No Unauthorized Use. If you become aware of misuse of AlgoNest or content thereon by any person, please contact AlgoNest to report any abuse. AlgoNest has adopted and implemented a policy that provides for the termination of Accounts of users who infringe the rights of copyright holders. Please see the AlgoNest Copyright and Intellectual Property Policy for further information.

7. General Terms

Some other important details about the Agreement

In the event that any provision in these Terms of Use is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of a party to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision. You may not assign this Agreement (by operation of law or otherwise) without the prior written consent of AlgoNest, and any prohibited assignment will be null and void.

AlgoNest may assign this Terms of Use Agreement or any rights hereunder without your consent. The relationship of the parties under these Terms of Use is that of independent contractors, and these Terms of Use will not be construed to imply that either party is the agent, employee, or joint venture of the other. Note that if you elect to become a Client, the relationship of the parties will be governed by these Terms of Use, Client Agreement, our Privacy Policy and any additional terms to which you agree when you create and fund an investment account.

We reserve the right to change this Agreement by posting a revised Terms of Use and we agree that changes cannot be retroactive. If you don't agree with these changes, you must stop using AlgoNest.

You agree the only way to provide us legal notice is at the address provided in Section 9.5.

8. Communication

You agree that these Terms of Use and the rules, restrictions, and policies contained herein, and AlgoNest's enforcement thereof, are not intended to confer and do not confer any rights or remedies on any person other than you and AlgoNest. These Terms of Use together with the AlgoNest's Privacy Policy and Client Agreement (if applicable) constitute the entire agreement between AlgoNest and you with respect to the subject matter hereof. Any notice or other communication to be given hereunder will be in writing and given by (a) AlgoNest via email (in each case to the address that you provide), or (b) you via email to support@algonest.com or to such other addresses as AlgoNest may specify in writing. The date of receipt shall be deemed the date on which such notice is transmitted.