

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION AND WAIVER OF JURY TRIAL. PLEASE READ IT CAREFULLY BEFORE AGREEING.

Terms of Service

Effective Date: April 10, 2019

Welcome to the Bullpen Financial website as owned and operated Bullpen Financial LLC, at <https://www.bullpenfinancial.com> (including all content under the “bullpenfinancial.com” domain name, and referred to herein as the “Website”). We provide the Website and the associated services, functionality data, information, tools, updates and similar materials that may be delivered via the Website (the “Services”) subject to your agreement to and compliance with the terms and conditions set forth in this Terms of Service document (this “Agreement”). Please carefully read this Agreement that governs your access to and use of the Website, and that applies to all users of the Website. **If you do not agree and consent to this Agreement, please do not use the Website.**

INCORPORATED TERMS

The following additional terms are incorporated into this Agreement, as if fully set forth herein:

- Privacy Policy
- Copyright Policy
- Complaint Policy

IMPORTANT NOTICES

By using and/or visiting the Website, you represent that you have read, understand, and agree to this Agreement, including our privacy policy (“Privacy Policy”) and incorporated herein by reference. This Agreement and Privacy Policy are subject to the provisions of the European Union (“EU”) General Data Protection Regulation (“GDPR”) and other applicable privacy laws. We agree that under the GDPR, we are a data “Controller” and you are a “Data Subject” with certain protected privacy rights concerning your “Personal Data,” and we will take commercially reasonable steps to maintain compliance with GDPR requirements.

We reserve the right to change, modify, add to, or otherwise alter this Agreement at any time, or to change or discontinue any aspect or feature of the Website without notice to you. Such changes, modifications, additions or deletions shall be effective immediately upon their posting on the Website. You agree to review the Agreement periodically to be aware of such revisions. Your use of the Website after we post of such changes, modifications, additions or deletions constitutes your acceptance of such changes, modifications, additions or deletions. Notwithstanding the foregoing, we will notify you via email with respect to any changes in the **Privacy Policy**, if you have provided your email address to us.

1. LICENSE

A. As long as you are in compliance with all the terms and conditions of this Agreement (and all incorporated documents) and payment of any applicable Fees (as defined below), we hereby grant to you during the Term (as defined below) a limited, revocable, non-assignable, non-transferrable, non-sublicensable, non-exclusive license to use the Website, that is intended for public display or access. Any rights not explicitly granted in this Agreement are strictly withheld and reserved by us.

B. You agree that (i) except in your normal use of the Website, you will not copy or distribute any part of the Website in any medium without our prior written authorization; (ii) you will not alter or modify any part of the Website other than as is necessary to use the Website for their intended purposes; and (iii) you will otherwise comply with this Agreement.

C. You may be required to register your Personal Data with us in order to use certain areas of the Website, for example, to access/provide content (as defined below). In doing so, you agree that you will provide accurate and complete information. We may refuse to process your information if we believe that you may be: i) impersonating another person; ii) violating the intellectual property or other rights of any entity; iii) posting content that is offensive; or iv) providing information that we otherwise reject for any

other reason in its sole discretion.

2. RULES OF CONDUCT

A. You agree that you will not violate any applicable law or regulation in connection with your use of the Website.

B. You agree not to distribute, upload, make available or otherwise publish through the Website any suggestions, information, ideas, comments, causes, promotions, documents, questions, notes, plans, drawings, proposals, or materials similar thereto ("Submissions") or graphics, text, information, links, profiles, audio, photos, software, music, sounds, video, comments, messages or tags, or similar material ("Content") that:

- is unlawful or encourages another to engage in anything unlawful;
- contains a virus or any other similar programs or software which may damage the operation of our or another's computer;
- violates the rights of any party or infringes upon the patent, trademark, trade secret, copyright, right of privacy or publicity or other intellectual property right of any party;
- is false, inaccurate, fraudulent or misleading; or,
- is libelous, defamatory, obscene, inappropriate, invasive of privacy or publicity rights, abusing, harassing, threatening or bullying.

C. You further agree that you will not do any of the following:

- modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Website;
- interfere with or disrupt the operation of the Website, including restricting or inhibiting any other person from using the Website by means of hacking or defacing;
- transmit to or make available in connection with the Website any denial of service attack, virus, worm, Trojan horse or other harmful code or activity;
- attempt to probe, scan or test the vulnerability of a system or network of the Website or to breach security or authentication measures without proper authorization;
- take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- harvest or collect the email address or other contact information of other users of the Website;
- scrape or collect content from the Website via automated or large group means;
- submit, post or make available false, incomplete or misleading information to the Website, or otherwise provide such information to us;
- register for more than one user account; or,
- impersonate any other person or business.

D. You are not licensed to access any portion of the Website that is not public or made accessible for registered users, and you may not attempt to override any security measures in place on the Website.

E. Notwithstanding the foregoing rules of conduct, our unlimited right to terminate your access to the Website shall not be limited to violations of these rules of conduct.

3. ELIGIBILITY

A. Some parts or all of the Website may not be available to the general public, and we may impose eligibility rules from time to time. We reserve the right to amend these eligibility requirements at any time. You are not eligible to use the Website if doing so would violate any U.S. law or regulation, including but not limited to export controls or restrictions.

B. You must be over the age of 18 to register an account on the Website. By registering an account, you represent that you meet this minimum age requirement. In any case, you affirm that you are over the age of 13, as the Website is not intended for use by children under 13. If you are under 13 years of age, then please do not use the Website without the consent of your parent or guardian. Pursuant to 47

U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. More information on the availability of such software can be found through publicly available sources. You may wish to contact your internet service provider for more information.

4. CONTENT SUBMITTED OR MADE AVAILABLE TO US

A. You are under no obligation to submit anything to us, and unless otherwise noted, we will not claim ownership of any Content. If you choose to submit any Content or Submissions to the Website, you hereby grant to us a perpetual, irrevocable, transferrable, sub-licensable, non-exclusive, worldwide, royalty-free license to reproduce, use, modify, display, perform, distribute, translate and create derivative works from any such Content or Submissions, including without limitation distributing part or all of the Content or Submissions in any media format through any media channels.

B. By submitting any Content or Submissions to us you hereby agree, warrant and represent that: (a) the Content and Submissions do not contain proprietary or confidential information, and the provision of the Content and Submissions is not a violation of any third-party's rights; (b) all such Submissions and Content are accurate and true; (c) we are not under any confidentiality obligation relating to the Content or Submissions; (d) we shall be entitled to use or disclose the Content or Submissions in any way; and (e) you are not entitled to compensation or attribution from us in exchange for the Submissions or Content.

C. You acknowledge that we are under no obligation to maintain any information, materials, Content or Submissions that you submit, post or make available to or on the Website. We reserve the right to withhold, remove and/or discard any such materials at any time.

5. CONTENT SHARED THROUGH THE WEBSITE

You understand that by sharing information on the Website you may be revealing information about yourself and/or your business that you may include and that may be generated. You understand and acknowledge that you are fully aware and responsible for the impact of sharing such materials, and you agree that we shall not be held responsible, and we shall be released and held harmless by you from any liability or damages arising out of such conduct.

6. LINKS TO THIRD-PARTY WEBSITES

A. For your convenience, the Website contains links to the websites of third parties on which you may be able to obtain information or use services. For example, we provide links to social media sites, such as LinkedIn and Twitter. Except as otherwise noted, such third-party websites, and such information and services are provided by organizations that are independent of us or the Website. We do not make any representations or warranties concerning such websites. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, we cannot censor or edit the content of any third-party site. Therefore, we make no representation as to the accuracy or any other aspect of the information contained in or on such websites, sources or servers. Your linking to or from any off-site pages or other websites is at your own risk. By using the Website, you expressly relieve us from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the Agreement and privacy policy of each other website that you visit.

7. OUR INTELLECTUAL PROPERTY

A. Our graphics, logos, names, designs, page headers, button icons, scripts, and service names are our trademarks, trade names and/or trade dress. The "look" and "feel" of the Website (including color combinations, button shapes, layout, design and all other graphical elements) are protected by U.S. copyright and trademark law. All product names, names of services, trademarks and service marks ("Marks") are our property or the property of their respective owners, as indicated. You may not use the Marks or copyrights for any purpose whatsoever other than as permitted by this Agreement.

8. TERM AND TERMINATION

A. The “Term” of this Agreement will continue until the Agreement is terminated as provided herein. We reserve the right to terminate this Agreement and/or deny all or some portion of the Website to any user, in our sole discretion, at any time.

B. Without limiting the foregoing or assuming additional legal obligations, we have a policy of terminating repeat violators of the Copyright Act, in accordance with applicable law. All grants of any rights from you to us related to Content, Submissions, or other materials, including but not limited to copyright licenses, shall survive any termination of this Agreement. Further, your representations, defense and indemnification obligations survive any termination of this Agreement.

C. You may terminate this Agreement at any time by ceasing use of the Website.

9. DISCLAIMERS

10. DISCLAIMERS AND LIMITATION ON LIABILITY

A. We do not represent or warrant that access to the Website will be error-free or uninterrupted, and we do not guarantee that users will be able to access or use the Website, or its features, at all times. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website, or any part thereof, with or without notice.

B. Certain data displayed by the Website rely on the receipt of underlying data from third-party sources. Such data sources may not be real time or accurate, which may result in delays or inaccuracies in the displayed information.

C. The Website may contain typographical errors or inaccuracies, and may not be complete or current. We reserve the right to correct any such errors, inaccuracies or omissions and to change or update information at any time without prior notice.

D. Although we have the right to review, edit, remove or modify information from or on the Website, we may not screen this material or control the sources of this information, and we do not guarantee the accuracy, suitability, completeness, currency, quality, adequacy or applicability of any such information.

E. The materials appearing on the Website, including but not limited to summaries, descriptions, publications and any other such materials, are not intended to and DO NOT constitute legal, medical, financial, investment, business or professional advice of any kind. Those accessing the materials appearing on the Website should not act upon them without first seeking relevant professional counsel, as these materials are general in nature, and may not apply to particular circumstances. The materials should not be used as a substitute for consultation with a professional adviser. You agree that we are not responsible for any decisions that you may make.

F. Circular 230 Disclosure: Pursuant to U.S. Treasury Department Regulations, we are required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in the Website, including attachments and enclosures, is not intended or written to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

G. BY USING THE WEBSITE YOU AGREE AND ACKNOWLEDGE THAT WE PROVIDE THE WEBSITE “AS IS” AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE AND OUR PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, ACCURACY, SUITABILITY, APPLICABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTIES OF ANY KIND. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY.

H. USE OF THE WEBSITE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE WEBSITE ACCESS WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITE IS FREE OF INACCURACIES, MISREPRESENTATIONS BY USERS, VIRUSES OR OTHER HARMFUL COMPONENTS.

I. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE PROHIBITED BY LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES, LICENSORS OR BUSINESS PARTNERS (COLLECTIVELY, THE "RELATED PARTIES") BE LIABLE TO YOU BASED ON OR RELATED TO THE WEBSITE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE WEBSITE, EVEN IF WE AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

J. Notwithstanding the foregoing, in the event that a court shall find that any of the above disclaimers are not enforceable, then you agree that neither we nor any of our subsidiaries, affiliated companies, employees, members, shareholders, or directors shall be liable for (1) any damages in excess of \$100.00, or (2) any indirect, incidental, punitive, special, exemplary or consequential damages or loss of use, lost revenue, lost profits or data to you or any third-party from your use of the Website. This limitation shall apply regardless of the basis of your claim or whether or not the limited remedies provided herein fail of their essential purpose.

K. SOME STATES MAY NOT PERMIT CERTAIN DISCLAIMERS AND LIMITATIONS, AND ANY SUCH DISCLAIMERS OR LIMITATIONS ARE VOID WHERE PROHIBITED.

11. INDEMNIFICATION

You agree to defend, indemnify and hold us harmless, our officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right; (iv) any claim that any of your Content or Submissions caused damage to a third-party; or (v) any conduct, activity or action that is unlawful or illegal under any state, federal or common law, or is violative of the rights of any individual or entity, engaged in, caused by, or facilitated in any way through the use of the Website. This defense and indemnification obligation will survive this Agreement and your use of the Website.

12. DISPUTES, GOVERNING LAW AND JURISDICTION

A. You agree that any claim or dispute arising out of or relating in any way to your use of the Website, or any service provided by us, will be resolved solely and exclusively by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. The laws of the State of New York shall govern this Agreement, and shall be used in any arbitration proceeding.

B. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

C. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the following address: Bullpen Financial LLC, PO Box 865, North Andover, MA 01845.

D. Arbitration under this Agreement will be conducted by the American Arbitration Association ("AAA") under its rules then in effect. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

E. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we both agree that parties have each waived any right to a jury trial.

F. Notwithstanding the foregoing, you agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property or other proprietary rights.

G. To the extent arbitration does not apply, you agree that any dispute arising out of or relating to the

Website, or us, may only be brought by you in a state or federal court located in New York, New York. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN NEW YORK.

13. GENERAL

A. Severability. If any provision of this Agreement is found for any reason to be unlawful, void or unenforceable, then that provision will be given its maximum enforceable effect, or shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

B. Revisions. This Agreement may only be revised in a writing signed by us or posted by us to the Website. In the event that we update this Agreement and you are made aware of the update, your continued use of the Website after the update shall constitute an agreement to the updated terms.

C. No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Website.

D. Assignment. We may assign our rights under this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without our prior written consent. Any unauthorized assignment shall be null and void.

E. No Waiver. Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

F. Notices. All notices given by you or required under this Agreement shall be in writing and addressed to: Bullpen Financial LLC, PO Box 865, North Andover, MA 01845.

G. Equitable Remedies. You hereby agree that we would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of irreparable harm or other damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

H. Entire Agreement. This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and us with respect to the Website, and supersedes all prior or contemporaneous communications, whether electronic, oral or written.

COPYRIGHT POLICY

If you believe in good faith that any materials posted on the Website (the "Materials") infringe any copyright in any work of yours, you agree to contact our "DMCA Copyright Agent" as identified below, hereby designated under the Digital Millennium Copyright Act ("DMCA") (17 U.S.C. §512(c)(3)), with correspondence containing the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of the copyright that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification, with information reasonably sufficient to allow its location of the material that is claimed to be infringing;
- Information reasonably sufficient to permit us to contact you;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and,
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You agree that if you fail to comply with all of the requirements of this policy, your DMCA notice may not be valid. For any questions regarding this procedure, or to submit a complaint, please contact our designated DMCA Copyright Agent:

Copyright Agent
Bullpen Financial LLC
PO Box 865, North Andover, MA 01845
e-mail: info@bullpenfinancial.com

COMPLAINT POLICY FOR INFRINGEMENT OF OTHER RIGHTS

If you believe in good faith that any Materials (as defined above) posted on the Website infringe any of your rights (including any trademark or privacy rights, but not including rights in copyright as addressed in the Copyright Policy, above), or are otherwise unlawful, you agree to send a notice to info@bullpenfinancial.com, containing the following information:

- Your name, physical address, e-mail address and phone number;
- A description of the Materials posted on the Website that you believe violate your rights or are otherwise unlawful, and which parts of said Materials you believe should be remedied or removed;
- Identification of the location of the Material on the Website;
- If you believe that the Materials violate your rights, a statement as to the basis of the rights that you claim are violated;
- If you believe that the Materials are unlawful or violate the rights of others, a statement as to the basis of this belief;
- A statement under penalty of perjury that you have a good faith belief that use of the Materials in the manner complained of is not authorized and that the information you are providing is accurate to the best of your knowledge and in good faith; and,
- Your physical or electronic signature.

If we receive a message from you that complies with all of the above requirements, we will evaluate the submission, and if appropriate, in our sole discretion, we will take action. We may disclose your submission to any entity that posted the claimed violative Materials, or any other entity as we deem appropriate.

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