

Terms of use

Add - language that if BCT ceases operations for any reason where investors have provided funds into Escrow for an issuance, BCT will cause those funds to be returned to the investor from the Escrow Service provider., then

TERMS OF USE:

Welcome to FI ATS. These Terms of Use (“Agreement”) constitute an agreement between FI ATS Funding Portal, and anyone accessing our Site. Anyone who accesses our Site is considered a User, whether they register or not. Please read this whole Agreement before accessing our Site. By using this website (the “Site”) and services (together with the Site, the “Services”) offered by FI ATS (together with its parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, and directors — collectively, “FI,” “we,” or “us”), you’re agreeing to these legally binding rules (the “Terms”) in effect on the date of use of this Site which may be modified at any time without notice to you. You’re also agreeing to our Privacy Policy and agreeing to follow all other operating rules, policies and procedures that may be published by FI from time to time on the Site, each of which is incorporated by reference and each of which may be updated by FI from time to time without notice to you.

You agree to access the information on the Site solely for the purpose of evaluation of potential investment opportunities on the Site. Please also note that the Terms are in addition to any other agreements between you and FI, including any customer or account agreements, and any other agreements that govern your use of products, services, content, tools, and information available on the Site. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with FI, or its subsidiaries or affiliates, for the Service or otherwise. If you do not agree to all the terms of this Agreement and/or FI’s Privacy Policy, you are not eligible to participate in FI’s Service or otherwise use this Site.

Each time you access our Site you are agreeing to the following terms:

Types of Content

As used in this Agreement, **“Content”** means, collectively, the text, data, graphics, images, scripts, photos, video files, audio files, and all meta data made available through the Site, regardless of who created or uploaded the Content. Unless modified, the term Content refers to all Content, including but not limited to the following categories of Content:

“User Content” means, collectively, the Content which you and other users of our Site (“Users”)

upload to the Site, and which is intended to be visible to others. FI is under no obligation to allow User Content. We reserve the right to remove and permanently delete any third-party Content from the Site without notice. Unless otherwise specified, FI does not pre-screen, edit, or fact-check User Content.

“Company Content” means content created by companies (issuers, platforms and other intermediaries) and which is displayed on our Site, or information about companies that is in the public domain and displayed on our Site. Unless otherwise specified, FI does not pre-screen, edit or fact-check Company Content. Substantially all of the information about crowdfunding companies is “Company Content” as it is created by the issuers or their crowdfunding platforms.

“FI Content” means the Content we create and upload to the Site.

“Third-party Content” means Content created by a third party that we, or a third party with our consent, upload to the Site. We reserve the right to remove and permanently delete any third-party Content from the Site without notice. Unless otherwise specified, FI does not pre-screen, edit or fact-check third-party Content.

“User Registration Information” means the information which you submit when you register including your email address, screen name or other information. This information is also covered by our Privacy Policy, located on finteractions.com and by the terms of set forth herein.

Eligibility for Use of the Services

The Service is only available to individuals who are at least eighteen years old. You represent and warrant that if you are an individual, you are at least 18 years old, that you are fully able and competent to enter into the terms and conditions set forth in this and other agreements on the Site, and that all registration information you submit is truthful, accurate and complete. If you are accessing the Site and/or using the Services on behalf of an entity, such as your employer or a company you work for or control, you warrant and represent that you have the legal authority to bind that entity to these Terms of Use.

User Profile

You must complete the registration process by providing us with current, complete and accurate information. You are solely responsible for updating any and all pertinent registration information. Failure to do so shall constitute a breach of the Terms, which may result in immediate termination of your Profile. You will also choose a password and a user name. FI reserves the right in its sole discretion to refuse registration of or cancel a User Name, and domain name. You are solely responsible for maintaining the confidentiality of your password and Profile. You agree to notify FI immediately in writing of any unauthorized use of your Profile or any other breach of security. You will not share your password, let anyone else access your Profile, or do anything else that might jeopardize the security of your Profile. You will not transfer your Profile to anyone without first getting our written permission. You acknowledge and agree that you are liable for any damages or losses to FI and other Users by any use of your Profile, either authorized or unauthorized. You agree that your Profile will be self-directed and that you are solely responsible for all purchases, orders, investment decisions and instructions placed in your Profile. Although the Site may provide data, information or Third-Party Content, Company Content or FI Content relating to investment strategies and/or opportunities to buy and/or sell securities, you should not interpret any Content as tax, legal, financial, or investment advice by us or a recommendation by us to invest in any offering (“Offering”) posted on the Site. Any decision to invest shall be based solely on your own consideration and analysis of the risks involving a particular Offering and is made at your own risk. You acknowledge and agree that you are solely responsible for determining the suitability of an investment or strategy and accept the risks associated with such decisions, which include the risk of losing the entire amount of your principal. We have no special relationship with or fiduciary duty to you and your use of the Site or the Services does not create such a

relationship. You agree and acknowledge that you are responsible for conducting your own legal, accounting and other due diligence review of the investment opportunities posted on the Site. You are strongly advised to consult a licensed legal professional and investment advisor for any legal, tax, insurance, or investment advice as the Site does not provide any of the foregoing advice or recommendations.

FI Rules for Using its Site

FI's Site may be accessed and used only for lawful purposes. You agree to abide by all local, state, Federal and foreign laws, treaties and regulations that cover your use of FI's Site.

Additionally, you agree to abide by the following rules:

You must not do anything to violate or attempt to violate any security and access control provisions implemented in or in connection with the Site or the Content; or do anything to interfere or attempt to interfere with the operation of FI's Site, the display of the Content, or the use of the Site by other Users.

By way of example only, we require that you do not:

- take any action to violate or attempt to violate any security and access control provisions implemented in or in connection with the Site or the Content;
- log in with a password not assigned to you; access Content not intended for you;
- test the security measures on FI's Site and/or attempt to identify system vulnerabilities;
- forge any of the header information in any posting or tamper with the TCP/IP packet header;
- use FI's Site to send altered, deceptive or false source-identifying information;
- Modify, reverse engineer, disassemble, decompile or otherwise attempt or allow others to attempt to discover the underlying computer code for the Site; or
- Attempt to probe, scan or test the vulnerability of any FI system or network or breach or impair or circumvent any security or authentication measures protecting the Site.

You are also prohibited from:

- Impersonating or misrepresenting your affiliation with any person or entity;
- Committing fraud;
- Using the Site in any manner not permitted by this Agreement or encouraging or instructing any other individual to do so;
- Allowing a third party to access the Content under your account;
- Entering false or misleading information on any forms requesting information from you;
- providing false or misleading information in any Content you upload or provide to use or creating user accounts by automated means or under false pretenses or misleading others as to the origins of your communications;
- tricking, defrauding, deceiving or misleading FI's Site or other users, especially in any attempt to learn sensitive information;
- making improper use of FI's Site support services or submitting false reports of abuse or misconduct;
- creating or transmitting unwanted electronic communications such as "spam," to other users or members of FI or otherwise interfering with other users' or members' enjoyment of FI's Site;
- disparaging, tarnishing, or otherwise harming, in FI's opinion, FI, FI's Site and/or any of its users;
- disseminating or transmitting viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms ("PCMs"), or any other malicious or invasive code or program, or upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection

or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices;

- copying or adapting FI's Site software including but not limited to Flash, PHP, HTML, JavaScript or other code;
- reverse engineering, decompiling, reverse assembling, modifying or attempting to discover any software (source code or object code) that a FI Site creates to generate web pages or any software or other products or processes accessible through the Site;
- except as may be the result of standard search engine or Internet browser usage, using or launching, developing or distributing any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses FI's Site or uses or launches any unauthorized script or other software;
- accessing or searching or attempting to access or search FI's Site by any means (automated or otherwise) other than through the currently available, published interfaces that are provided by FI (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us;
- covering or obscuring any notice, banner, advertisement or other branding on FI's Site;
- selling access to FI's Site. or any part thereof other than through a mechanism approved by FI; or
- interfering with or disrupting (or attempt to do so) the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing FI's Site, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on FI's Site.

You are also prohibited from:

- including any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap;
- including hateful, profane, obscene, indecent, pornographic, sexual or otherwise objectionable content or language;
- defaming, libeling, ridiculing, mocking, disparaging, threatening, harassing, intimidating or abusing anyone;
- promoting violence, illegal drug use, or substance abuse or describing how to perform a violent act, use illegal drugs or abuse other substances;
- violating the contractual, personal, intellectual property or other rights of any person, or promoting illegal activity;
- violating this Agreement, any local, state, federal or non-US law, rule or regulation or the rules of conduct posted with respect to any individual feature of FI's Site; or
- revealing any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual.

This list of prohibitions and requirements above is illustrative and not intended to be complete or exclusive. FI reserves the right to prohibit your access to the Site for any action that FI, in its sole judgment, determines to be inappropriate or disruptive to the Site, or to any other User.

Remember, you are solely responsible for all activities on the Site initiated through your user name and password.

Also, we may refuse to grant you a screen name that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive.

If we become aware of any breach of this Agreement or the foregoing rules we will investigate and may work with law enforcement authorities in such investigations and for the purpose of prosecuting offenders. You agree to notify FI immediately of any unauthorized use of your

account or any other breach of security of which you become aware.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS FI AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY FI AND ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER FI OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

FI reserves the right to moderate or review User or Company Content; however, the foregoing prohibitions do not impose on FI, and FI does not assume any obligation to monitor or remove any Content. By using the Site you hereby acknowledge and agree that you may be exposed to content that is offensive, indecent or objectionable to you. Your access to the Site is undertaken at your own risk and FI is not responsible for any offensive or otherwise objectionable materials in the Content.

Third-party Links

We may provide links to other websites or resources over which FI does not have control ("**External Websites**"). Such links do not constitute an endorsement by FI of those External Websites. You acknowledge that FI is providing these links to you only as a convenience, and further agree that FI is not responsible for Third -Party Content of such External Websites or any business dealings you may have with such External Websites. Your use of External Websites is subject to the terms of service and privacy policies located on the linked External Websites.

Specific Rules Concerning Comments about Companies

FI's Site may present information obtained from issuers and platforms concerning funding of companies. Because of the complexity of securities regulation, we currently do not allow any User comments about specific companies. Comments naming or providing information that clearly indicates a specific company may be deleted.

Investor Requirements

FI hosts Offerings made under Regulation A, Regulation D and Regulation Crowdfunding Offerings.

Regulation A - These securities Offerings are available to U.S. investors who are "accredited investors" as defined by Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "Securities Act") as well as non-accredited investors subject to certain investment limitations as set forth in Regulation A, as amended, under the Securities Act (popularly known as "Reg A+").

Regulation D - These securities Offerings are only available to U.S. investors who are "accredited investors" as defined by Rule 501 of Regulation D under the Securities Act and are made under Rule 506(c) of Regulation D.

Regulation Crowdfunding - These securities Offerings are available to U.S. accredited and non-accredited investors subject to certain investment limitations as set forth under Regulation Crowdfunding under the Securities Act.

Before you can invest in any of the securities Offerings on the Site, you must register with the Site or platform and qualify either as an Accredited Investor or represent that you will meet the investment thresholds as required by the applicable offering. Prior to investing, you may be asked to fill out a certification and provide necessary documentation as proof of your income and/or net worth to verify that you are qualified to invest in Offerings posted on this Site. You acknowledge and agree that all information you provide for the registration is complete and accurate. By registering with the Site or platform for purposes of subscribing to securities Offerings as an

Accredited Investor, you represent and warrant that you come within at least one of the following categories:

- a natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds \$1 million at the time of the purchase, excluding the value of your primary residence;
Explanation: In calculating net worth, you include all of your assets (other than your primary residence) whether liquid or illiquid, such as cash, stock, securities, personal property and real estate based on the fair market value of such property MINUS all debts and liabilities (other than a mortgage or other debt secured by your primary residence unless the liability exceed the fair market value of your primary residence).
- a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;
- a bank, insurance company, registered investment company, business development company, or small business investment company;
- an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;
- a charitable organization, corporation, or partnership with assets exceeding \$5 million;
- a business in which all the equity owners are Accredited Investors; or
- a trust with assets in excess of \$5 million, not formed to acquire the securities offered, whose purchases a sophisticated person makes.

Qualified Purchasers

By registering with the Site for purposes of subscribing to any Offering that permits non-accredited investors ("Applicable Offering"), you represent and warrant that your investment in any such Applicable Offering posted on this site will not exceed the greater of 10% of your annual income or 10% of your net worth (excluding the value of your primary residence). YOU MUST MEET ONE OF THE ABOVE CRITERIA. WE ARE ENTITLED TO AND WILL RELY UPON YOUR REPRESENTATIONS. You agree that, should any material changes occur that might affect your status as an Accredited Investor, you shall immediately provide FI with notice in writing.

Issuer Requirements

Federal securities law requires securities offered or sold in the United States to be registered with the U.S. Securities and Exchange Commission ("SEC"), unless the offer or sale qualifies for an exemption. FI hosts Offerings made under Regulation A, Regulation D and Regulation Crowdfunding Offerings.

Regulation A - The securities offered on the Site for Regulation A have not been registered under the Securities Act, in reliance on the exemption promulgated under Regulation A, as amended by Title IV of the Jumpstart Our Business Startups Act 2012 (the "JOBS Act"), known as "Reg A+". In a Reg A+ Offering, Issuers may advertise or market their Offerings via "testing the waters" communications to the general public, or pay third parties to do so, subject to certain conditions. Federal law requires that Issuers sell securities to Accredited Investors or Qualified Purchasers who represent they satisfy the investment status before accepting subscriptions, among other requirements. Users, whether Accredited Investors or Qualified Purchasers, agree to cooperate with any requests for additional information or documentation.

Regulation D - Rule 506 of Regulation D is a "safe harbor" for the private Offering exemption of Section 4(a)(2) of the Securities Act. Companies relying on the Rule 506 exemption can raise an unlimited amount of money. There are two distinct exemptions that fall under Rule 506 both of

which FI offers. Under Rule 506(c), a company can broadly solicit and generally advertise the Offering, but still be deemed to be undertaking a private Offering within Section 4(a)(2) if: the investors in the Offering are all accredited investors; and the company has taken reasonable steps to verify that its investors are accredited investors, which could include reviewing documentation, such as W-2s, tax returns, bank and brokerage statements, credit reports and the like. Each Issuer is solely responsible for ensuring that its securities Offering, including without limitation the use of the Site to offer and sell securities, the determination of whether an investor is an Accredited Investor and whether any investment complies with applicable state and Federal securities laws, rules and regulations.

For both Regulation A and Regulation D, each Issuer is solely responsible for ensuring that its securities Offering, including without limitation the use of the Site to offer and sell securities, the determination of whether an investor is an Accredited Investor and whether any investment complies with applicable state and Federal securities laws, rules and regulations. Notwithstanding the foregoing, each Issuer is responsible for ensuring that any information it posts on the Site is complete, accurate and not otherwise misleading. Users of the Site acknowledge that FI is not liable to and will not verify or investigate the accuracy and completeness of the Offering material and other information posted on the Site. Users understand, acknowledge and agree that other parties are relying on the statements made herein and that any willfully false statement is sufficient cause for removal from the Site, rejection of eligible investor status, along with other legal causes of action. You are strongly encouraged to contact each Issuer directly to discuss any questions regarding an Offering or the business prospects of the Issuer.

Regulation Crowdfunding - Title III of the JOBS Act added Securities Act Section 4(a)(6) that provides an exemption from registration for certain crowdfunding transactions. In 2015, the Commission adopted Regulation Crowdfunding to implement the requirements of Title III. A company issuing securities in reliance on Regulation Crowdfunding (an “issuer”) is permitted to raise a maximum aggregate amount of \$1,070,000 in a 12-month period. Criteria for companies to list on FI: Company is currently operating in the US and has intention to raise capital for their business from the crowd; Company passes our due-diligence process before launching on FI; Company meets and additional requirements as identified by the SEC. All Bad Actors will be rejected. All companies that meet these criteria are able to conduct an Offering on FI.

For all Offerings, subscription funds are held by an escrow agent pending completion or termination of an Offering. The use of escrow services is subject to those providers’ terms of use and privacy policy. Investment overviews on the Site contain summaries of the purpose and principal terms of the investment opportunities. Such summaries are intended for informational purposes only and do not purport to be complete, and each is qualified in its entirety by reference to the more detailed discussions contained in the investor document package relating to such investment opportunity, including the Form C filed with the SEC. The information contained on the Site and in the Offering materials have been prepared by the respective Issuer without reference to any particular User’s investment requirements or financial situation, and potential investors are encouraged to consult with professional tax, legal and financial advisors before making any investment. FI shall have the right but not the obligation to remove, cancel or reject the posting of any securities Offerings. Failure to remove, cancel or reject securities Offerings suspected of violating the securities laws does not constitute an endorsement or approval of said securities Offerings by FI. The information provided herein shall not be deemed legal advice. You are strongly advised to consult with your own legal counsel.

No Disqualifying Events

Each Issuer warrants and represents that none of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Issuer participating in the Offering, any investment

managers and their principals, any beneficial owner of 20% or more of the Issuer's outstanding voting equity securities, calculated on the basis of voting power, any promoter (as defined in Rule 405 of the Securities Act) connected with the Issuer in any capacity at the time of sale nor any compensated solicitor or any director, executive officer, other officer of the compensated solicitor participating in the Offering (each, an "Issuer Covered Person" and collectively, "Issuer Covered Persons") is subject to any of the "Bad Actor" disqualifying events described in Rule 262 under the Securities Act (a "Disqualifying Event"). Each Issuer warrants and represents that it has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualifying Event and will promptly notify subscribed investors in writing should any Disqualifying Events occur or prior Disqualifying Events come to the Issuer's notice despite its reasonable efforts to discover and immediately consult their legal counsel.

Securities Products

The securities offered on the Site are only suitable for prospective investors who are familiar with and willing to accept the high risks associated with private investments, including the risk of complete loss of your investment. Investing in private placements requires high risk tolerance, low liquidity need, and long-term commitments. Users must be able to afford to lose their entire investment. Investment products are not FDIC insured, may lose value, and there is no bank guarantee.

Users must read each Issuer's Offering memorandum and transaction documents for more information and discuss any questions with each Issuer directly prior to investing. No assurance can be given that any Offering currently qualifies or will continue to qualify under one or more of such exemptive provisions due to, among other things, the adequacy of disclosure and the manner of distribution, the existence of similar Offerings in the past or in the future, or a change of any securities law or regulation that has retroactive effect. No governmental agency has reviewed the Offerings posted on this Site and no state or federal agency has passed upon either the adequacy of the disclosure contained herein or the fairness of the terms of any Offering. The exemptions relied upon for such Offerings are significantly dependent upon the accuracy of the representations of the Users to be made to the Site and Issuers on the Site in connection with an Offering. In the event that any such representations prove to be untrue, the registration exemptions relied upon by an Issuer in selling the securities might not be available and substantial liability to such Issuer would result under applicable securities laws for rescission or damages. These risks are non-exhaustive and are intended to highlight certain risks associated with investing in securities that are not registered with the SEC. WE STRONGLY ADVISE YOU TO CONSULT A LEGAL, TAX AND FINANCIAL PROFESSIONAL BEFORE INVESTING, AND CAREFULLY REVIEW ALL THE SPECIFIC RISK DISCLOSURES PROVIDED AS PART OF ANY OFFERING MATERIALS AND ASK THE ISSUER ANY QUESTIONS YOU MAY HAVE OR REQUEST ADDITIONAL INFORMATION.

FI is a FINRA registered funding portal and receives compensation calculated by reference to the purchase or sale of securities through the Site for services provided for live Offerings. FI ATS Funding Portal is not a registered broker-dealer, investment adviser or investment manager, and does not offer investment advice or recommend or otherwise suggest that any investor make an investment in a particular Offering.

Indemnification, Disclaimer of Warranty, Limitation of Remedies

By accessing FI's Site and/or submitting User or Company Content to our Site you agree that you will:

Indemnify, and hold harmless FI, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses,

costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your User Content, any use of Company Content or the Site's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site. In other words – YOU WILL BE HELD FULLY LIABLE FOR WHATEVER YOU UPLOAD OR POST TO OUR SITE. AND IF WE GET SUED BECAUSE OF SOMETHING YOU UPLOADED OR POSTED, YOU WILL HAVE TO PAY FOR US TO DEFEND THAT LAWSUIT.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE SITE, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. FI has no special relationship with or fiduciary duty to you. You acknowledge that FI has no control over, and no duty to take any action regarding: which users gain access to the Site; what Content you access via the Site; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. THE SITE, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER FI NOR ANY PERSON ASSOCIATED WITH FI MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER FI NOR ANYONE ASSOCIATED WITH FI REPRESENTS OR WARRANTS THAT THE SITE, THE CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, FI HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL FI, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON ANY OF THE SITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES,

INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE OR EVEN IF FI WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER FI NOR ANY OF ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, PARTNERS, AGENTS, and REPRESENTATIVES, THIRD- PARTY SERVICE PROVIDERS OR CONTENT PROVIDERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR MORE THAN AN AGGREGATE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00).

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Third-party IP rights

FI respects the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied on the Site in a way that constitutes copyright infringement, please provide our copyright agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement on the Site is on finteractions.com who can be reached as follows:

Attention: [Support Desk](#)

By mail: 1313 North Market Street Wilmington, DE 19801

By email: supportdesk@fi.com

Applicable Law; Disputes

This Agreement will be governed by Delaware law, without regard to the choice of law or conflict of laws provisions of Delaware or any other jurisdiction. You may bring any disputes, actions, claims, or causes of action related to this Agreement or in connection with this Site only in the federal and state courts located in Delaware. However, at FI's sole discretion, it may require you to submit any disputes arising from the use of these Terms of Use or the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law. If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. The failure of FI to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by FI in writing.

No Third-party Beneficiaries

Except as expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms. We have the right to assign our rights or delegate any of our responsibilities under these

Terms to an affiliate or in connection with a merger, consolidation or reorganization of FI or the sale of substantially all of our assets.

Termination

FI may terminate your access to all or any part of the Site and Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by following the instructions on the Site. All provisions of this Agreement shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

General

FI controls and operates this Site from its headquarters in the State of Delaware in the United States. It makes no representation that the Content is appropriate or will be available for use in locations other than the United States. If you use this Site from outside Delaware or the United States, you are entirely responsible for compliance with applicable local laws, including but not limited to the export and import regulations of other countries in relation to the Content.