

TERMS AND CONDITIONS OF USE

This platform is provided in partnership with a third-party. The following terms and conditions policy are those of the third party and are required in order for you to gain access to the Blackfinch portal.

The following terms and conditions of use (the “Terms and Conditions of Use”) apply to this website and all of the applications that you are permitted to access via this website.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE, INCLUDING THE APPLICATIONS WHICH YOU CAN ACCESS VIA THIS WEBSITE (collectively this website and the underlying applications, which you can access via this website, shall be referred to as “Website”). The terms “we” or “us” or “our”, when used in these Terms and Conditions of Use shall mean Blackfinch Investments Limited. These Terms and Conditions of Use govern your use of the Website. By using this Website, you signify your assent to these Terms and Conditions of Use. If you do not agree to these Terms and Conditions of Use, you are not authorized to use the Website. We reserve the right, at our discretion, to change, modify, add or remove portions of these terms at any time. Please check these terms periodically for changes.

Usage

We hereby grant you a limited right to use the Website solely for your personal use in connection with your account(s) that you maintain with us. We may revoke this right at any time in our sole discretion.

No Warranty

We and our third party providers created this Website for the convenience of our Internet visitors. The information (including text, graphics, and functionality) is presented 'As Is' and 'As Available' without express or implied warranties including, but not limited to, implied warranties of non-infringement, title, merchantability, and/or fitness for a particular purpose. We and our third party providers expressly disclaim any liability for errors and omissions regarding the information and materials contained in the Website. Due to the nature of the Internet, we and our third party providers cannot guarantee the confidentiality, accuracy or completeness of the information contained in this Website, information provided via this Website or its suitability for any purpose. Further, although we and our third party providers make reasonable efforts to avoid technological problems, we and our third party providers are not responsible for any technological problem with the Website or with anyone’s use of the Website, and will not be liable for any impact these problems may have on users.

Copyright

The entire content (including text and 'look and feel' attributes) of this Website is copyrighted by our third party providers or otherwise constitutes the exclusive confidential and proprietary intellectual property of such third party providers. All rights reserved.

Viruses

Because of the marked increase in the fabrication and proliferation of computer viruses affecting the Internet, we want to warn you about infections or viral contamination on your system. It is your responsibility to scan any and all downloaded materials received from the Internet. You agree that

neither we nor our third party providers are responsible or liable for any damage or loss caused by such hazards.

Linked Websites / Frames / Use

This Website may provide links to other websites for your convenience in locating related information and services. Neither we nor our third party providers maintain any of these other websites and have no control over the organizations that maintain these websites or the information, products, or services these organizations provide. Although we believe that the information from these organizations is reliable, neither we nor our third party providers can guarantee their accuracy, completeness or suitability for any purpose. Accordingly, we and our third party providers expressly disclaim any responsibility for the content of these other websites, the accuracy of the information on these websites and/or the quality of products or services provided by the organizations that maintain them. Neither we nor our third party providers recommend or endorse these organizations or their products or services in any way and access to them is at the user's own risk. You are prohibited from framing any of the materials on this Website, and/or from suggesting any affiliation or endorsement between us or our third party providers, without our prior written authorization. You may print copies of the material contained in this Website solely for your internal use in connection with the services provided to you and solely in accordance with these terms and conditions. You are expressly prohibited from selling; distributing; copying, amending; modifying; or similar action regarding the material in this Website including graphics; text; content; logos or the like. Further, you are prohibited and will be responsible for any and all of your unlawful use of this Website.

Responsibility for Use and Control of Passwords and Information

If applicable, by requesting and establishing a personalized password, you will have access to the Website and the tools and information available through this Website, and we hereby grant you a limited right to use the Website and such tools and information, which right we may revoke at any time. You acknowledge that in order to use this Website, you may provide us and our third party providers with non-public personal information and other financial. In such event, this information will be stored by us and/or our third party providers and available to you through the Website. You hereby represent that you have all required permission to provide us and our third party providers this information and will be solely liable and shall indemnify us and our third party providers for any claims that you did not have such authority. You further acknowledge that you are fully responsible for the use of your password, whether authorized by or known by you or not, and the protection of your password, and you shall indemnify us and our third party providers and hold us and our third party providers harmless for any claims related to any unauthorized access or use of the Website or other systems, including, without limitation, any claim related to the unauthorized access, use or theft of your information through the use of your password.

You agree to immediately notify us if you become aware of any of the following: (a) loss or theft of your password; (b) unauthorized use of your password or any unauthorized use of this Website; and (c) any other information that you believe compromises the security of your information available through this Website.

Online Fraud Advisory

We will never send emails that require customers to send personal information to us via email, website link or pop-up windows. Any unsolicited request for your account information you receive through

emails, websites, or pop-up windows should be considered fraudulent.

Online fraud occurs when someone poses as a legitimate company to obtain sensitive personal data and then illegally conducts transactions on your existing accounts. Often called "phishing" or "spoofing," the most pervasive methods of online fraud are emails, counterfeit websites and pop-up windows, or any combination of these.

Fraudulent emails often:

- Appear to be from a legitimate, trusted source. You should not rely on the name or address in the "From" field, as this can be easily altered.
- Ask you for personal information. These emails often claim that your information has been compromised or frozen, or ask you to confirm your identity.
- Link to counterfeit websites. These websites may appear legitimate, but actually collect personal information for illegal use. They may also include a link to the real website in an attempt to make the link seem legitimate.
- Contain fraudulent phone numbers. These telephone numbers are usually tied directly to the fraud perpetrators. Never call a number featured on an email you suspect is fraudulent, and be sure to double-check any numbers you do call. In addition, a legitimate number may be included in an attempt to authenticate the email.

To help protect yourself from these fraudulent emails and websites:

- Never provide sensitive account or personal information in response to an email.
- Delete suspicious emails without opening them. If you do open a suspicious email, do not open any attachments or click on any links it may contain.
- Bookmark any websites that house personal account information and use those bookmarks to navigate directly to those websites.
- Install and regularly update virus protection software.
- Keep your computer operating system and web browser current.

Changes to Website

We and our third party providers may change the Website or update material without notice. While we and our third party providers may make reasonable efforts to keep the site information accurate, we and our third party providers are not obligated to update or correct information within any specified time period. We and our third party providers are not responsible for information provided by third parties, whether the information is part of this Website, is in any linked website, or is information about us that is provided on any website other than this one.

RSS Feeds

Via the Website you may have access to our standard RSS reader, which could allow you to add RSS feeds to the Website. If applicable, and if you elect to add any RSS feed for access on the Website, you hereby agree as follows: (1) you will comply with all terms of use and other terms and conditions applicable to the RSS feed and/or content accessed via that RSS feed; and (2) you will defend, indemnify and hold us and our third party providers harmless from and against any and all claims, damages, costs and expenses (including, without limitation, reasonable attorney's fees) (collectively, "Losses") arising out of or relating to your use or access of an RSS feed or the content accessible via such RSS feed,

including without limitation, your violation of any terms or conditions applicable to the RSS feed or content accessed via that RSS feed. Further, you acknowledge and agree that if we or our third party providers deem in our sole discretion that any RSS feed you have attempted to add or have added to the Website is objectionable or otherwise inappropriate, we or our third party providers may remove the RSS feed from the Website. Notwithstanding the foregoing, we and our third party providers assume no responsibility to monitor RSS feeds added to the Website and our or our third party providers' election to not remove and RSS feed from the Website shall not be construed as our or our third party providers' acceptance of such RSS feed or the content accessible via such RSS feed. We or our third party providers may suspend or eliminate access to the RSS reader function of the Website at any time.

Limitation of Liability

Under no circumstances including, but not limited to, negligence, shall we or our third party providers be liable for any direct or indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the materials in this Website, even if we or our authorized representatives have been advised of the possibility of such damages. You understand and agree that you have no relationship with our third party providers, and any and all claims that you may have in connection with the Website are solely against us, and are subject to the terms of our agreement with you. In no event shall our or our third party providers' total liability to you for all damages, losses, and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you, if any, for accessing this Website. You are solely responsible for your decision to and use of this Website. You shall indemnify and hold us and our third party providers harmless from and against any and all claims, damages, liability and/or costs relating to your or your agents' use of this Website.

Jurisdiction

The laws of the Commonwealth of Pennsylvania govern this Website in all respects. Any disputes or actions shall be initiated and resolved through Pennsylvania courts. You must destroy all materials or copies of materials obtained from this Website upon termination.

Age and Responsibility

You represent that you are of sufficient legal age to use this Website and to create binding legal obligations for any liability you may incur as a result of the use of this Website. You agree that you are financially responsible for all uses of this Website by you and those using your login information, including any data aggregation service providers that you have authorized to access your data.

Termination of Access

We and our third party providers reserve the right to terminate, without prior notice to you, your access to this Website in our sole discretion, including without limitation, for overuse or abuse of this Website.

Feedback

While we appreciate hearing from our valued customers, to avoid any misunderstandings, please understand that anything that you send to us, including ideas, suggestions, proposals, etc., will become our property without any right of compensation and you hereby waive any claim therefore.