

ETHOS TERMS AND CONDITIONS

Effective Date: November 1, 2019

OVERVIEW

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ACCEPTANCE OF TERMS AND CONDITIONS

By using the Service and the Content, you agree to follow and be bound by these Terms and Conditions, including the policies referenced herein. Customers of Ethos are granted additional levels of access to the website and their relationship with Ethos is governed by additional agreements and terms of use, such as the Customer Agreement.

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By using the Service or the Content, you consent to any form of recording and retention of any communication, information and data exchanged between you and Ethos or its representatives or agents.

All communications made at or through the Forums are public. Neither Ethos nor the Third-Party Providers screen, review, approve or endorse any Third Party Content available on or through the Forums. Reliance on any Third Party Content available on or through the Forums is at your own risk. When discussing a particular company, stock or security in the Forums, you agree to reveal any ownership interest in such company, stock or security. Without limitation, you agree not to do any of the following:

- a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (including, but not limited to, any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
- b) harm minors in any way;
- c) impersonate any person or entity, including, but not limited to, (i) a Ethos or Third-Party Provider manager, employee, agent, or representative or (ii) forum leader, guide or host;
- d) falsely state or otherwise misrepresent your affiliation with any person or entity;
- e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any material;
- f) upload, post or otherwise transmit any material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- g) upload, post or otherwise transmit any material that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
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- i) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- j) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any regulations having the force of law;
- l) "stalk" or otherwise harass another;

- m) collect or store personal data about other users of the Service;
- n) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty;
- o) promote, offer for sale or sell any security or item, good or service that i) violates any applicable federal, state, or local law or regulation, ii) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or iii) Ethos or the Third-Party Providers determine, in their sole discretion, is inappropriate for sale;
- p) use the Forums as a forwarding service to another website; or
- q) access or otherwise use the Forums in any unlawful manner, for any unlawful purpose or in violation of these Terms and Conditions.

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Ethos and/or the Third-Party Providers may provide links to other websites or resources. Because neither Ethos or the Third-Party Providers have any control over such sites and resources, you acknowledge and agree that neither Ethos nor the Third Party Providers are responsible for the availability of such external sites or resources. Ethos and the Third Party Providers do not endorse and are not liable for any content, advertising, products, or other materials on or available through such sites or resources. You further acknowledge and agree that neither Ethos nor the Third Party Providers shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

APPLICABLE POLICIES

In addition to these Terms and Conditions, your access to and use of the Content and the Service is subject to Ethos's then-current policies relating to the Content and the Service, including, without limitation, the Ethos Privacy Policy available on the Service. You agree to be bound by these policies and all other Ethos policies applicable to the access and use of the Content and the Service.

By using the Service, you are consenting to have your personal data transferred to and processed by Ethos and its affiliates. As part of providing you the Service, Ethos may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Service, which you may not be able to opt-out from receiving.

INDEMNIFICATION

You will indemnify and hold harmless Ethos and the Third Party Providers, and the officers, directors, agents, partners, employees, licensors, distributors, and representatives of Ethos and the Third Party Providers, from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to your access and/or use of, or interaction with the Content (including, without limitation, Third Party Content), or any act, error, or omission of your use of

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You agree that these Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. Any legal action or proceeding arising under these Terms and Conditions will be brought exclusively in courts located in Santa Clara County, California, and you hereby irrevocably consent to the personal jurisdiction and venue therein. If any provision of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions.