

**CollegeBacker**  
**Terms of Use**

**WEB SITE TERMS AND CONDITIONS**

Last Updated: May 29, 2016

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If you have any questions or comments regarding the use of the Sites, please contact Jordan Lee, Chief Executive Officer.

**1. Privacy Policy**

Please refer to our Privacy Policy for information on how CollegeBacker collects, uses, and discloses information from its users.

**2. Copyright and Limited License**

Unless otherwise indicated in the Sites, the Sites and all content and other materials on the Sites, including, without limitation, the CollegeBacker logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of CollegeBacker or our licensors or users and are protected by U.S. and international copyright laws.

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### 3. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable law, CollegeBacker has adopted a policy of terminating, in appropriate circumstances and at CollegeBacker’s sole discretion, subscribers or account holders who are deemed to be repeat infringers. CollegeBacker may also at its sole discretion limit access to the Sites and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### 4. Copyright Complaints

If you believe that anything on the Sites infringes upon any copyright which you own or control you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement: Jordan Lee

Full Address of Designated Agent to Which Notification Should be Sent: 4553A 18th St.,  
San Francisco, CA 94114

Telephone Number of Designated Agent: +1 (415) 937-1985

Facsimile Number of Designated Agent: +1 (415) 937-1985

E-Mail Address of Designated Agent: [jordan@collegebacker.com](mailto:jordan@collegebacker.com)

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by CollegeBacker or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

## 5. Trademarks

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CollegeBacker may provide or allow users to provide information about or links to third-party products or services on the Sites. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. CollegeBacker is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non-CollegeBacker advertisers or third party information on the Sites.

#### 10. Feedback

You acknowledge and agree that any questions, comments, suggestions, feedback, ideas, plans, notes, drawings, original or creative materials or other information or materials regarding the Sites, CollegeBacker or CollegeBacker’s general products or services (but excluding any client information) (the “Feedback”) that are provided by you in the form of email or other submissions to CollegeBacker, or any postings on the Sites, are (as between you and CollegeBacker) non-confidential and shall become the sole property of CollegeBacker. CollegeBacker shall own, and you hereby assign to CollegeBacker, all exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

#### 11. User Content and Interactive Services or Areas

The Sites may include interactive areas or services (“Interactive Areas”), such as forums, chat rooms or message boards, online hosting or storage services, or other areas or services in which you or other users create, post or store any content, messages, materials, data, information, text, music, sound, photos, video, graphics, applications, code or other items or materials on the Sites (“User Content”). You are solely responsible for your use of such Interactive Areas and use them

at your own risk. By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Sites any of the following:

- User Content that is unlawful, libelous, defamatory, obscene, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- Viruses, corrupted data or other harmful, disruptive or destructive files; and
- User Content that, in the sole judgment of CollegeBacker, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Sites, or which may expose CollegeBacker or its users to any harm or liability of any type.

You further agree that you are solely responsible for your conduct while on the Sites, and you agree that you will not do any of the following in connection with the Site or its users:

- Use the Site or the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Site or that could damage, disable, overburden or impair the functioning of the Site in any manner;
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Cheat or utilize unauthorized exploits in connection with the Service;
- Stalk, intimidate, threaten, or otherwise harass or cause discomfort to other users;

- Send any unsolicited commercial messages;
- Use the Site or the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms of Use; or
- Circumvent or attempt to circumvent any filtering, security measures or other features CollegeBacker may from time to time adopt to protect the Sites, its users or third parties.

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## 12. Registration Data; Account Security

In consideration of your use of the Sites, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration

Data”); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to CollegeBacker, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to CollegeBacker. You are responsible for maintaining the confidentiality of any account information, user names, logins, passwords, and security questions and answers that you use to access any page or feature on the Sites, and for logging off of your account and any protected areas of the Sites. Further, you are fully responsible for all activities occurring under your accounts, user names, logins, passwords, and security questions and answers that result from your negligence, carelessness, misconduct, or failure to use or maintain appropriate security measures. If you become aware of any suspicious or unauthorized conduct concerning your accounts, user names, logins, passwords, or security questions and answers, you agree to contact CollegeBacker immediately. CollegeBacker will not be liable for any loss or damage arising from your failure to comply with this paragraph.

### 13. International use

The investment advisory services referred to on the Sites are intended to be made available only to U.S. residents. The Sites are not to be a solicitation for or offering of any service or product to any person in any jurisdiction where such solicitation or offering would be illegal.

Because of the global nature of the Internet, you agree to comply with all local rules with respect to your account and your online conduct, including all laws, rules, codes, and regulations of the country in which you reside and the country from which you access the Sites, including without limitation, all laws, rules, codes, regulations, decrees, acts, orders, directives, legislation, bills, and statutes pertaining to tax, contracts, intellectual property, securities, e-commerce, banking, technology, computers, fraud, and privacy. In addition, you agree to comply with all applicable laws, rules, codes, and regulations regarding the transmission of technical data exported from the United States or cross-border transmission of data including under applicable data privacy laws.

### 13. Indemnification

You agree to defend, indemnify and hold harmless CollegeBacker, its independent contractors, service providers and consultants, and their respective directors, officers, employees, agents, and shareholders, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Sites or your use of the Interactive Areas, including without limitation any actual or threatened suit, demand or claim made against CollegeBacker and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User Content, your conduct, your violation of these Site Terms or your violation of the rights of any third party.

### 14. Disclaimer

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#### 16. Modifications to the Sites

CollegeBacker reserves the right to change any and all content contained in the Sites and to modify, suspend or discontinue the Sites or any Services offered through the Sites or any features or functionality of the Sites or the Services at any time without notice and without obligation or liability to you.

#### 17. Applicable Law and Venue

These Site Terms and your use of the Sites shall be governed by and construed in accordance with the laws of the State of Delaware, applicable to agreements made and to be entirely performed within the State of Delaware, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Site Terms shall be filed only in the state and federal courts located in the County of San Francisco in California and



you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Site Terms.

#### 18. Termination

Notwithstanding any of these Site Terms, CollegeBacker reserves the right, without notice and in its sole discretion, to terminate your license to use the Sites, and to block or prevent future your access to and use of the Sites.

#### 19. Severability

If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

#### 20. Questions & Contact Information

Questions or comments about the Site may be directed to Chief Executive Officer Jordan Lee via email [jordan@collegebacker.com](mailto:jordan@collegebacker.com) or at +1 (415) 937-1985.