

PLEASE READ THE FOLLOWING WEBSITE TERMS AND CONDITIONS. THEY GOVERN YOUR ACCESS AND USE OF THIS WEBSITE AND ITS CONTENT. BY ACCESSING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY SMALL EXCHANGE, INC.

Welcome to our Website. Your use of this Website and its services are subject to the terms and conditions set forth herein. By accessing this Website and/or using its services, you are agreeing to these Website Terms and Conditions (the “Agreement”). If you are a registered user of the Online Portal, you are subject to this Agreement each time that you log onto the portal. If you are visiting our Website and are not an Online Portal user, you agree to the terms and conditions herein as they apply to you. If you do not agree with the terms of this Agreement, please discontinue your use and disconnect from this Website.

The terms “we”, “us”, “our”, and “Exchange” refer to Small Exchange, Inc. “You” refers to each person or entity using any part of this Website, any persons or entity obtaining a password for access to the Online Portal.

If you are a Subscriber or Member and are using this Website and/or the Online Portal, you continue to be bound by and will comply with the requirements of all agreements, including the Privacy Policy you received when you first became a Subscriber or Member, as amended from time to time. You also agree to comply with all applicable local, state and federal laws, rules and regulations.

YOUR DUTIES WHEN USING THIS WEBSITE

Website Usage

By accessing this Website, you agree to use it only for lawful purposes. You agree not to interfere with or compromise the security of this Website, or any computers, servers, accounts, networks, data, software and/or hardware associated with this Website. You agree to not disrupt or interfere with any visitor’s use of this Website. You agree to not attempt to obtain access to any portion of this Website, any computer, server, account, network, software or hardware associated with the Website, from which you are restricted. You agree that you are solely responsible for any actions you undertake while visiting this Website and that you will comply with all applicable local, state, national and international laws and regulations applicable to this Website and the internet, including United States copyright and export regulations.

This Website performs in conjunction with and relies on the availability of the Internet. You acknowledge that the Exchange is not responsible for Internet communication errors or failures.

The content available on this Website is made available by the Exchange for general reference and educational purposes only. The Exchange does not provide any financial, investment or tax advice and does not recommend or endorse any investment product or sponsor, or any financial or investment-related services. The information on this Website does not constitute a recommendation or any endorsement of, but simply serves as an informational and educational tool.

Online Management Portal - the Online Portal

This Agreement applies to the use of the Online Portal, which enables existing Subscribers or Members (collectively, "Users") to access your Exchange information. Access to User's information via the internet is provided as a convenience. Users may access various services through the Online Portal. Users will be identified by a user identification (username) and password. Users must register to gain access to the Online Portal.

When using the Online Portal, you agree to transact business using electronic communications, electronic records and, in certain circumstances, electronic signatures. By gaining access to the Online Portal, you agree to use an electronic signature in place of a paper-based signature where one may be required. You agree that you will read and review any applicable document before providing your electronic signature. You agree to monitor all information and/or activity, as applicable, entered using the Online Portal. In the event of an error or omission related to the online information, you are solely responsible for notifying the Exchange of the error or omission. If notified immediately of the error or omission, the Exchange will take reasonable steps to assist you with correcting the information. You bear full responsibility to monitor and verify your information.

Provided that you are a current User and are in compliance with this Agreement, you may access the Online Portal seven days a week, 24 hours a day. However, at certain times, some or all of the Online Portal may not be available due to systems maintenance or repairs. We will attempt to notify you prior to scheduled maintenance.

You are at all times responsible for ensuring any applicable fees are paid by their respective due dates.

User Identification and Passwords

You are responsible for keeping your Exchange User ID, password and Exchange information confidential. You should memorize your password and/or store it only in a location that is secure and not susceptible to unauthorized access. You must never give your password to anyone who asks for it by telephone or claims to represent the Exchange. Our employees do not need and should not ask for your password. You agree to not leave your computer unattended during an active session of the Online Portal.

You will be responsible for all use of the Online Portal under your user ID, password and any identification number assigned by the Exchange, and any use of the Online Portal shall be deemed to be made at the time consummated by you via the Online Portal and in the form then received by the Exchange. You agree to immediately notify the Exchange if you become aware of any loss, theft or unauthorized use of your User ID, password and/or Exchange specific information.

You are responsible for protecting your information and your personal identification information from unauthorized use and access. This information may allow unauthorized access to your Exchange information. It is your responsibility to protect your personal information with the same level of care that you protect your Exchange information.

You agree not to hold the Exchange liable for any damages of any kind resulting from your decision to disclose your personal information to any third party agent. You assume all responsibilities for, and all risks of loss from you providing personal information about to any other party.

If you inform the Exchange or if the Exchange has reason to believe that the security of your password may be or has been compromised, we have the right to terminate your use of the Online Portal.

You acknowledge and agree that the Exchange is not responsible for determining whether a user is authorized to access the Online Portal. You agree to notify the Exchange immediately of any unauthorized access.

RESPONSIBILITIES OF SMALL EXCHANGE, INC.

The Exchange shall make commercially reasonable efforts to monitor the performance of the Website and to resolve any errors in the Website discovered by the Exchange or reported by you. The Exchange shall use commercially reasonable efforts to provide technical support to you and shall provide such commercially reasonable assistance to you for your use of the Website and the Online Portal.

ADDITIONAL TERMS

Security/Privacy

Please see our Online Privacy Policy for details regarding the manner in which we collect and use information about you, maintain the confidentiality of your personally identifiable information, and use technology and procedures to maintain security. You agree to comply with this Agreement and the Online Privacy Policy when you use this Website and its services.

Linked Sites

You may gain access to third party websites via links on this Website. Unless specifically stated, the Exchange does not control any of the information, products or services on such linked sites. You acknowledge and agree that you access these third-party links at your own risk and the Exchange does not assume any responsibility for any third-party site. The Exchange does not endorse or make any recommendations or warranties with respect to the third party linked sites.

Third Party Content

The Exchange may also display content supplied by visitors and other third parties on its Website. We typically have no editorial control over this content. We do not guarantee the accuracy of any content supplied by visitors or third parties. The Exchange shall not be liable for any loss or damage incurred by you as a result of your reliance on the third-party content.

Assignment

We may assign this Agreement without your consent or approval. We may also assign or delegate its rights and responsibilities under this Agreement to independent contractors or other third parties. You may not assign this Agreement under any circumstances.

Alteration of Site

The Exchange may change, suspend, or discontinue any feature, aspect or service available through this Website at any time.

Limitation of Usage

The Exchange may add, remove or modify any content of this Website, including that of third parties at any time.

Access to the Website and its services may be limited or unavailable during periods of peak demand, market volatility, system upgrades or for other reasons. If the Website or its services are unavailable or delayed at any time, you agree to use alternative means to obtain Website information or access its services, such as calling the Exchange. We will not be liable to you if you are unable to access the Website or its services through the Website.

Right to Amend

The Exchange has the right to make changes to this Agreement at any time. We will comply with any notice requirements under applicable law for such changes. Your continued use of this Website and its services will constitute your acceptance of such changes and agreement to be bound.

Force Majeure

The Exchange will not be liable to you for any failure or delay in performing the services or making the Website available for your use if the failure or delay is due to causes beyond our control, natural catastrophes, governmental actions or omissions, the application of any law, governmental guidelines or regulations, terrorism, labor strikes or difficulties, communication system breakdowns, hardware or software failures, viruses introduced by third parties, or our inability to confirm your identity or your authority to act.

Use of Proprietary Information; Trademark/Intellectual Property/Copyrights

All information, content and material ("Content") made through this Website by the Exchange through this Website is the property of the Exchange, copyrighted and owned by or licensed to the Exchange, who retains all rights in this Content, and is protected by applicable law. The Exchange grants you the permission to display, copy, distribute, print and/or download the Content on this Website for your personal, non-commercial use only. Your permission will be terminated if you breach these terms or conditions. You agree not to reproduce, retransmit, disseminate, sell, distribute, create derivative works from, transmit, perform, publish, broadcast or circulate this content in any manner without the express written consent of the Exchange. You further agree to comply with all reasonable written requests from the Exchange intended to protect the content and its rights in such and use of the Website and its services. Upon termination, you must immediately destroy any Content. The Exchange and this Website are either registered trademarks, trade names, service marks or otherwise protected property of the Exchange and may not be used, copied or imitated without the prior written consent of us.

The Exchange's intellectual property may not be used in connection with any service or product that is not owned by us. Its intellectual property may not be used in any manner that is likely to cause confusion among consumers or in any manner that disparages the Exchange. The compilation of the Content on this Website is the exclusive property of the Exchange and is protected by U.S. and International Copyright law. You may not upload, post or otherwise distribute on this Website anything protected by copyright or other proprietary rights unless the owner of the applicable copyright or

proprietary rights unless the owner of the applicable copyright or proprietary right has given you express authorization for such uploading, posting or distribution on the Website.

You acknowledge that this Agreement does not vest in you any right, title or interest in or to the Website or any intellectual property, copyright, trademark, service mark, trade name, service name, logo or associated marks and/or symbols of the Exchange. You should not take any action that is inconsistent with the Exchange's ownership of its Website or any intellectual property associated with the Exchange.

Termination

We reserve the right to terminate your access to the Online Portal or any portion thereof in its sole discretion, without notice, in the event you breach this Agreement, such as not keeping your secure information confidential.

Governing Law/Jurisdiction/Venue

This Agreement, and all future agreements you shall enter into with the Exchange, unless otherwise indicated on such other agreement, shall be governed by the law of the State of Illinois. This is the case regardless of whether you reside or transact business with the Exchange in Illinois or elsewhere. If any terms in this Agreement are determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of the remaining portions of such provisions and of this Agreement shall not be impaired and shall be construed and deemed to be legal, valid and binding to the maximum extent permitted by law. Jurisdiction and venue with respect to any action arising under this Agreement shall be in the United States Federal District courts or the Circuit Court of Illinois located in Cook County, Illinois. You hereby consent to service of process.

Confidentiality

You agree to comply with the Exchange's Online Privacy Policy, located on this Website in the below headers. Each party agrees to hold the others' non-public proprietary information in confidence and to use it solely for the purposes contemplated herein. Such proprietary information for the Exchange includes all business, financial and technical information, along with marketing material and any information it deems as proprietary.

Limitation of Liability

YOU AGREE THAT NEITHER WE, NOR OUR AFFILIATES OR SERVICE PROVIDERS, WILL BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (I) YOUR USE OF THE WEBSITE AND/OR OUR ONLINE PORTAL; (II) THE INSTALLATION, MANAGEMENT, USE OR THE INABILITY TO USE OUR WEBSITE OR THE ONLINE PORTAL; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANYONE ON OUR WEBSITE OR IN ANY RELATED SERVICES; OR (V) ANY OTHER MATTER RELATING TO OUR WEBSITE OR ANY RELATED SERVICES.

YOU MUST NOTIFY SMALL EXCHANGE, INC. IMMEDIATELY IF YOUR USER ID, PASSWORD(S) OR EXCHANGE INFORMATION IS LOST, STOLEN, OR OTHERWISE COMPROMISED AND SHOULD NOT BE HONORED AND MUST BE DISABLED.

YOU HEREBY RELEASE SMALL EXCHANGE INC FROM ANY LOSS, COST, DAMAGES, EXPENSE OR LIABILITY ARISING FROM YOUR USER ID, PASSWORD OR EXCHANGE INFORMATION BEING LOST, STOLEN OR COMPROMISED OR ARISING FROM ANY ACTIONS THAT WERE NOT AUTHORIZED BY YOU AS A RESULT OF YOUR USER ID, PASSWORD OR EXCHANGE INFORMATION BEING COMPROMISED. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EXCHANGE FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, DAMAGE COST AND EXPENSE ARISING FROM ANY SUCH CLAIMS OR ACTIONS.

WE WILL HAVE NO LIABILITY WHATSOEVER FOR FAILURE TO COMPLETE A PAYMENT OR TRANSFER YOU INITIATE OR ATTEMPT TO INITIATE THROUGH THE ONLINE PORTAL. FURTHER, WE MAY NOT WARRANT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT YOUR USE OF THE ONLINE PORTAL.

Disclaimer

You acknowledge that any reliance on your use of this Website and its services is at your sole risk.

Indemnification

You agree to indemnify, defend and hold the Exchange and its officers, directors, shareholders, employees, agents, representatives, successors and assigns harmless from and against any and all claims, losses, liabilities, costs and expenses (including, but not limited to attorneys' fees) arising from your violation of this Agreement or your use of this Website and/or the Online Portal, including any third party's rights, such as your infringement of any copywriting, trademark, trade secret patent or other proprietary right of any party, or any applicable federal, state or local law, regulation or ordinance. This obligation will survive the execution, termination or expiration of this Agreement for any reason.