

GENERAL TERMS OF USE

The <https://www.aiinsight.com/> website (the “*Site*” and use and access thereof in accordance with these Terms and an applicable Order Form, the “*Services*”) is comprised of various web pages and subdomains regarding information/educational/training materials and is operated by iCapital Network Technology Solutions, LLC (together with its Affiliates, “*ICN*” or “*we*”). The Site is offered to the person or entity identified in an executed order form (such form, an “*Order Form*” and each person, collectively, “*you*” or “*Subscriber*”) and is conditioned on your acceptance, without modification, of the terms, conditions, and notices contained herein (these “*Terms*” or these “*Terms of Use*”). You should carefully review these Terms prior to your use of the Site and retain a copy of these Terms for your records. Your use of the Site constitutes your agreement to these Terms.

We reserve the right at any time to change the terms and conditions set forth in these Terms of Use or change the Site, including eliminating or discontinuing any features of functionality. Any changes we make will be effective immediately upon the posting of new Terms of Use on the Site. Be sure to return to <https://www.aiinsight.com/aiinsight-termsandconditions/> periodically to ensure familiarity with the most current version of these Terms of Use.

1. The Site

The Site is offered and available to users who are 18 years of age or older. By using the Site, you represent and warrant that you are of legal age to form a binding contract with ICN and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

2. Fees, Taxes and Invoicing

Fees and Taxes. The fees for the Services are set forth in Exhibit A. In addition, Subscriber will pay to ICN any sales tax relating to the taxable purchases. ICN and Subscriber will cooperate to properly calculate any applicable taxes.

Invoicing. ICN shall submit correct, itemized invoices of charges for the Services. Subscriber will pay all invoiced amounts to ICN by the due date indicated on the invoice. Invoices will be sent to Subscriber forty-five (45) days before the scheduled renewal date. Subscriber shall pay the undisputed subscription fees within forty-five (45) days following Subscriber’s receipt of the invoice. Any payment not received within forty-five (45) days following the invoice date shall be subject to a late charge from the due date at a rate of one and one-half percent (1 1/2%) per month on the unpaid amount or the maximum rate allowed by law. Subscriber shall be responsible for all reasonable cost and attorney fees incurred to collect any overdue amount owed by the Subscriber. In the event the invoiced amount is not paid within sixty (60) days of the invoice due date, ICN reserves the right in its sole discretion to terminate the Subscriber’s and User’s (as defined below) access to the platform.

3. Users

By authorizing an individual (your “*User*”) to act on behalf of your account on this Site, you represent you have the legal right to do so and assume responsibility for any actions taken by such User, including all representations and warranties in any submitted response or document and any breaches of the Terms of Use herein. You agree that ICN, its Affiliates (as defined below) and their respective directors, officers, agents, principals, members, partners, employees, and stockholders (collectively, the “*ICN Parties*”) shall have no responsibility or liability to you or any other party for any loss, liability, claim, demand, damage, cost or expense (including without limitation any attorney’s fees or accountants’ fees or expenses or any investigatory or legal fees, or punitive, special or consequential damages) arising out of or relating to your User’s actions on the Site.

If you are acting as a User, you represent and warrant to ICN that you are assuming responsibility for the actions you take on behalf of the account owner and agree to be bound by ICN’s Terms of Use. You agree that the ICN Parties shall have no responsibility or liability to you or any other party for any loss, liability, claim, demand,

damage, cost or expense (including without limitation any attorney's fees or accountants' fees or expenses or any investigatory or legal fees, or punitive, special or consequential damages) arising out of your actions on the Site.

4. Confidentiality

All information obtained from the Site or information provided to any User by any representative of ICN, including, but not limited to, (a) trade secrets, and other non-public information of ICN's business affairs, clients, investors and personnel; (b) these Terms (excluding the existence of the transactions contemplated hereby); (c) trading or investment strategies, methodologies and results; (d) risk management models; (e) business plans and strategies, and (f) pricing and other financial information is confidential in nature and may not be shared by any User with any other party or used for any purpose (such information, collectively, "**Confidential Information**"); provided that, (i) a User may share Confidential Information obtained from the Site with its legal, tax or other professional advisors to the extent that such advisors have been notified of the confidential nature of the information and agree to maintain the confidentiality thereof, provided, however, that the foregoing does not extend the right under any circumstances to any User or its representatives to share with anyone personally identifiable information of other Users or their representatives obtained by accessing the Site, (ii) upon any request of a governmental, supervisory or regulatory body – routine or otherwise – User shall be permitted to disclose Confidential Information to such governmental, supervisory or regulatory body (a "**Permitted Disclosure**"); provided that, to the extent legally permitted, User provides notice of such request and disclosure to ICN and discloses only the specific Confidential Information as is required to be disclosed, and (iii) Confidential Information shall not include (x) information that was known to the User prior to the disclosure to the User and (y) information that is in the public domain at the time of disclosure to the User. ICN reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request ("**Applicable Law**"), or to edit or remove any information or materials on the Site, in whole or in part, in ICN's sole discretion.

The User acknowledges that ICN will be irreparably harmed if the confidentiality obligations hereunder are not specifically enforced and that ICN would not have an adequate remedy at law in the event of an actual or threatened violation by the User of its confidentiality obligations hereunder. Therefore, User agrees and consents that, except in the context of a Permitted Disclosure, ICN shall be entitled to seek an injunction or any appropriate decree of specific performance for any actual or threatened violation or breaches by the User, without the posting of any bond, and such other relief as may be just and proper, including the right to recover all losses or damages suffered by ICN resulting from any such breach or threatened breach.

User agrees to hold any Confidential Information in strict confidence and not to disclose Confidential Information to third parties during its use of the Site and for a period of two (2) years following termination of this Agreement unless as otherwise permitted by the Terms.

5. Privacy

Your use of the Site is, and the Services are, governed by ICN's privacy policy (the "**Privacy Policy**"), the terms of which are incorporated herein by reference. Please review the Privacy Policy, as it contains important information on how we collect, maintain, share and otherwise process information we collect from you. We may update the Privacy Policy from time-to-time in our sole discretion. It is your responsibility to review the Privacy Policy for any changes each time that you use the Services, and you should understand that you are bound by such changes. Our current Privacy Policy is available at <https://www.aiinsight.com/ai-insight-privacy-policy/>.

6. Electronic Communications

Visiting the Site or sending emails to ICN constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

You are responsible for maintaining the confidentiality of your username and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign, otherwise transfer or disclose your username, password, account or any information obtained from the Site to any other person or entity. You acknowledge that ICN is not responsible for third party access to your account that results from theft or misappropriation of your account. ICN reserves the right to refuse or cancel Service, terminate accounts, or remove or edit content in our sole discretion.

7. Materials Provided by Third Party Providers

Certain information on the Site has been provided by third party providers (together with any other third-party providers, “*Providers*” and such content, “*Third Party Content*”). Third Party Content is protected by copyright and is owned or licensed by the Providers. Information obtained from a Provider is generally marked to indicate which Provider provided the relevant information. ICN has not been involved in the preparation, adoption or editing of Third Party Content, does not explicitly or implicitly endorse or approve such content, and does not warrant the accuracy, completeness or usefulness of such content. We are not responsible or liable to you or any third party for the content or accuracy of any Third Party Content. Any reliance you place on such content is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such content by you, or by anyone who may be informed of any of such content.

Providers do not implicitly or explicitly endorse or approve such content, nor should such content be considered investment advice or advocacy for the purchase or sale of any security or other investment decision.

By agreeing to these Terms of Use, you agree (1) to waive any claim against ICN and the Providers arising out of or related to the content of the Site (including Third Party Content), (2) that you have no direct contractual privity with ICN or any Provider with respect to such information and that (3) you will treat all such data as strictly confidential and not disclose any such data to any third party.

8. User-Provided Materials

The Site may allow Users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “*post*”) content or materials (collectively, “*User-Provided Materials*”) on or through the Site. All User-Provided Materials must comply with the Content Standards set forth below.

Certain User-Provider Materials are considered non-confidential and non-proprietary and available for viewing by all users on the Site and others are considered confidential and proprietary and subject to access control restrictions to certain Users of the Site, in each case as may be adjusted based on your Subscription Type. Subject to the foregoing, by providing any User-Provided Materials on the Site, you grant us and ICN’s Affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute, promote, broadcast, and otherwise disclose to third parties any such material for any purpose in any and all media or distribution methods now known or later developed. For purposes of clarity, User-Provided Materials refers only to information and materials you post for viewing by other users of the Site.

You represent and warrant that: (a) you own or control all rights in and to the User-Provided Materials and have the right to grant the license granted above to us and our Affiliates and service providers, and each of their and our respective licensees, successors and assigns and (b) all of your User-Provided Materials do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User-Provided Materials you submit or contribute, and you (and not ICN, our Affiliates or service providers) are solely responsible for such content, including its legality, reliability, accuracy and appropriateness. None of ICN, our Affiliates or service providers

are responsible, or liable to any third party, for the content or accuracy of any User-Provided Materials posted by you or any other user of the Site.

9. Monitoring and Enforcement; Termination

We shall implement and maintain appropriate administrative, physical, and technical safeguards in accordance with industry standards and Applicable Laws to protect the security and integrity of the Site and ICN's Confidential Information.

We have the right to:

- Remove or refuse to post any User-Provided Materials for any or no reason in our sole discretion.
- Take any action with respect to any User-Provided Materials that we deem necessary or appropriate in our sole discretion, including if we believe that such User-Provided Materials violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public or could create liability for ICN.
- Disclose your identity or other information about you to any third party who claims that material posted or otherwise provided by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms of Use or the terms of any other commercial agreement you have entered into with ICN.

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 ICN AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ICN/ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY ICN, SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Site and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

10. Content Standards

Any User-Provided Materials you provide must, in their entirety, comply with all applicable federal, state, local and international laws and regulations. In addition, the content standards set forth below ("**Content Standards**") apply to any and all User-Provided Materials. Without limiting the foregoing, User-Provided Materials you provide must not:

- Contain any material which is defamatory, libelous, obscene, indecent, abusive, offensive, harassing, predatory to minors, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Contain false, untrue or misleading information or otherwise be likely to deceive any person.

- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

In the event that we determine, in our sole discretion, that you are violating any of the Content Standards, we reserve the right to remove any applicable User-Provided Materials, and/or terminate your access to the Site. In the event we determine that you are repeatedly infringing the copyrights of any third parties your account will be terminated and your continued access to the Site will be denied in accordance with the Digital Millennium Copyright Act (“*DMCA*”).

11. Copyright Infringement

If you believe that any User-Provided Materials violate your copyright, you may submit a notification pursuant to the DMCA by providing us with the following information in writing (collectively, a “*Notice*”) (see 17 U.S.C 512(c)(3) for further details): (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interests; (b) a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; (c) identification of the URL or other specific location on the Site where the material that you claim is infringing is located; (d) your address, telephone number, and email address; (e) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) 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.

All Notices must be sent to our copyright agent via email at legalnotices@icapitalnetwork.com.

12. No Unlawful or Prohibited Use

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these Terms of Use. As a condition of your use of the Site, you warrant to ICN that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. Notwithstanding the generality of the foregoing, you may not: (a) access or use the Site for any illegitimate purpose, including without limitation any violation of the antifraud or registration provisions of the securities laws of the U.S. or any state therefore, or attempt to disrupt the operation of the Site in any manner, including through the use of methods such as denial of service attacks, flooding or spamming; (b) transmit, distribute, introduce or otherwise make available in any manner through the Site any computer virus, keyloggers, spyware, worms, Trojan horses, time bombs or other malicious or harmful code (collectively, “*Harmful Code*”); (c) use any robot, scraper or other means to access the Site; (d) use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party’s use of the Site; (e) obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site or otherwise attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means.

YOU WILL NOT MODIFY, PUBLISH, TRANSMIT, REVERSE ENGINEER, PARTICIPATE IN THE TRANSFER OR SALE, CREATE DERIVATIVE WORKS, OR IN ANY WAY EXPLOIT ANY OF THE CONTENT IN WHOLE OR IN PART, FOUND ON THE SITE. YOUR USE OF THE SITE DOES NOT ENTITLE YOU TO USE THE CONTENT FOR ANY PURPOSE OTHER THAN INTERNAL INFORMATIONAL, EDUCATIONAL OR TRAINING PURPOSES.

13. Intellectual Property

All content included on the Site, such as text, graphics, logos, images, as well as the compilation thereof, all ICN marks associated with the site, all data collected by ICN, the computer programs developed by ICN or its personnel, all other ICN materials, information, software, specifications, APIs, know-how, methodologies and other works of authorship, and all intellectual property rights in the foregoing and any software used on the Site (collectively, “*Content*”), is the property of ICN, the Providers or other third parties with whom ICN does business and is protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. To the extent that User creates any derivatives to or of any Content, User hereby assigns to ICN all right, title and interest in and to such derivatives and all intellectual property rights in the foregoing. No right, title or interest in or to any ICN property is granted, transferred or otherwise provided by these Terms.

14. No Misleading Submission or Material Omission

By registering with or using the Site, you hereby agree to: (a) provide true, accurate, current and complete information about the corporation or yourself as prompted by the Site and (b) maintain and promptly update such information to keep it true, accurate, current and complete. You further affirm that you have not omitted any material facts nor provided any intentionally misleading facts in the submission of information or documents to ICN. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

15. Representations, Warranties and Covenants of User

User hereby represents, warrants and covenants to ICN as follows:

- User has been duly formed with, and will at all times continue to maintain in full force and effect, all requisite power and authority, all necessary authorizations, approvals, orders, licenses, certificates and permits of and from all governmental authorities, and all necessary rights, licenses and permits from other parties, to agree to these Terms and to conduct business in accordance with such Terms;
- User is and, at all times during its use of the Site, shall continue to be, duly authorized and empowered under all Applicable Laws and (to the extent applicable) under its constituent documents to provide the services and engage in the activities contemplated by these Terms;
- User shall maintain such books and records as are required by Applicable Law in connection with these Terms; and
- User shall make all disclosures that are required by Applicable Law in connection with these Terms.

16. Securities Products

None of the information contained in the Site constitutes a recommendation, solicitation or offer by ICN or its Affiliates to buy or sell any securities or other financial instruments or provide any investment advice or service. The information contained in the Site has been prepared without reference to any particular person’s investment requirements or financial situation. The information and services provided on the Site are not provided to and may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to Applicable Laws, rules or regulations of any governmental authority or regulatory or self-regulatory organization or clearing organization or where ICN is not authorized to provide such information or services. Some products and services described in the Site will not be made available in all jurisdictions and to all potential users.

17. Links to Third Party Sites/Third Party Services

The Site may contain links to other websites (“*Linked Sites*”). Linked Sites are not under the control of ICN and ICN is not responsible for the contents of any Linked Site, including without limitation any link contained in a

Linked Site, or any changes or updates to a Linked Site. ICN is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ICN of the site or any association with its operators.

18. Third Party Accounts

You may be able to connect your ICN account to third party accounts. By connecting your ICN account to your third-party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third-party sites). If you do not want information about you to be shared in this manner, do not use this feature.

19. Indemnification

You agree to indemnify, defend and hold harmless ICN, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of (a) your use of or inability to use the Site, (b) your unauthorized use of personally identifiable information of other Users or their representatives obtained by accessing the Site, (c) any act of gross negligence, willful misconduct, fraud or bad faith by you or Users, (d) your violation of these Terms of Use or your violation of any rights of a third party, or (e) your violation of any applicable laws, rules or regulations. ICN reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with ICN in asserting any available defenses.

20. Disclaimer; Limitation of Liability

BY USING THE SITE, YOU AGREE THAT THE CONTENT CONTAINED HEREIN IS ONLY FOR YOUR GENERAL INFORMATION AND USE AND IS NOT INTENDED AS A RECOMMENDATION OF ANY SECURITY OR FUND, AN OFFER OF ANY SECURITY OR FUND OR AN INVITATION FOR AN OFFER. IN PARTICULAR, THE CONTENT DOES NOT CONSTITUTE ANY FORM OF ADVICE, RECOMMENDATION, REPRESENTATION, ENDORSEMENT OR ARRANGEMENT BY ICN OR ANY OF ITS EMPLOYEES AND IS NOT INTENDED TO BE RELIED UPON BY USERS IN MAKING (OR REFRAINING FROM MAKING) ANY SPECIFIC INVESTMENT OR OTHER DECISIONS. YOU SHOULD CONSULT YOUR OWN PROFESSIONAL TAX, LEGAL AND OTHER APPROPRIATE ADVISORS BEFORE MAKING ANY SUCH DECISION. ANY AGREEMENTS, TRANSACTIONS OR OTHER ARRANGEMENTS MADE BETWEEN YOU AND ANY THIRD PARTY NAMED ON (OR LINKED TO OR FROM) THE SITE ARE AT YOUR SOLE DISCRETION AND RESPONSIBILITY. BY USING THE SITE, YOU EXPRESSLY AGREE THAT SUCH USE IS AT YOUR SOLE RISK. THE SITE AND RELATED SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS.

YOU AGREE THAT ICN WILL NOT BE LIABLE TO YOU FOR ANY LOSSES THAT RELATE TO YOUR BUSINESS OR INVESTMENT CHOICES INCLUDING LOST PROFITS OR LOSS OF PRIVACY OR LOSS OF OR DAMAGE TO DATA, OR ANY IMPROPER USE OR IMPROPER DISCLOSURE OF INFORMATION CAUSED BY USERS OR ANY PERSON USING A USER'S LOGIN CREDENTIALS. ICN CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR MISUSE OF ANY OF ADVICE, IDEAS, INFORMATION, INSTRUCTIONS OR GUIDELINES ACCESSED THROUGH THE SITE.

YOU ACCEPT THAT WE DO NOT GIVE ANY WARRANTIES IN RESPECT OF THE SITE. ICN HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS OR DUTIES OF EVERY NATURE WHATSOEVER (EXCEPT TO THE EXTENT THAT SUCH WARRANTIES CANNOT BE WAIVED UNDER APPLICABLE LAW), INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ANY EXPRESS OR STATUTORY WARRANTIES, AND ANY WARRANTIES OR DUTIES REGARDING ACCURACY, TIMELINESS, COMPLETENESS, PERFORMANCE, AVAILABILITY, LACK OF NEGLIGENCE OR OF

WORKMANLIKE EFFORT. NEITHER DO WE PROVIDE ANY WARRANTY THAT THE SITE IS FREE FROM INFECTION BY VIRUSES OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

In addition to but separate from the above specific exclusion and to the full extent allowed by applicable law, you also agree that we will not be liable to you for any other indirect, special, consequential incidental, punitive or exemplary damages whatsoever that arise out of or are related to your use of the Site. Further, ICN is not liable for any Force Majeure event. We do not control telephones, third party communications networks (including your Internet Service Provider) or the Internet or the acts of third parties and you agree that we can therefore not be liable for any problem experienced by you on account of faults and failures in such systems. “*Force Majeure*” shall mean any cause or causes beyond the reasonable control of ICN (which include but are not limited to strikes, riots, war, acts of God, invasion, fire, explosion, floods, epidemics, pandemics, public health crises, and acts of government or governmental agencies or instrumentalities).

IN NO EVENT SHALL ICN’S AGGREGATE LIABILITY HEREUNDER, IN ANY 12 MONTH PERIOD (“*CONTRACT YEAR*”), EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY YOU DURING THE IMMEDIATELY PRECEDING CONTRACT YEAR UNDER THE ORDER FORM WHERE THE LIABILITY AROSE.

21. Geographic Restrictions

The owner of the Site is based in the State of New York in the United States. We provide the Site for intended use by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

22. Publicity

User shall not, nor shall any of its respective Affiliates or agents, without the prior written approval of ICN, (a) name or show ICN as a client, business partner or otherwise in any advertising or marketing materials or other text, audio, visual or electronic media for public distribution, or (b) issue any press releases announcing the execution of the transactions contemplated hereby or otherwise make any public statements regarding the transactions contemplated hereby, except for the issuance of a mutually agreed upon press release, on the terms and conditions as agreed to by ICN.

23. Minimum System Requirements

User will not be provided any copies of any software or a copy of the Site. User shall bear its own costs in connection with the Site, including allocating sufficient internal technology resources and procuring all services, desktop hardware, desktop software, and other technology (including Internet access and web browser) necessary to access the Site. At all times during the User’s authorized use of the Site, User shall be required to maintain minimum system levels as may be set forth by ICN from time to time.

24. Miscellaneous

ICN reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice.

To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York and you hereby consent to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this section. EACH PARTY HEREBY WAIVES, TO

THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF THESE TERMS CONTEMPLATED HEREBY OR THEREBY.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and ICN as a result of this agreement or use of the Site.

For purposes of these Terms, “*Affiliates*” shall mean, with respect to a party, any business entity now or hereafter controlled by, controlling or under common control with such party, but not including pooled investment vehicles advised or administered by such party. For purposes of this definition, control exists when an entity owns or controls directly or indirectly greater than fifty percent (50%) of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

If any provision of these Terms is determined to be invalid or unenforceable pursuant to applicable law, such provision shall be deemed deleted from these Terms, but such deletion shall not affect the enforceability of any other provision in these Terms.

Those terms that by their nature are intended to survive any expiration or termination of the Agreement, including but not limited to confidentiality and indemnification obligations, shall so survive.

These Terms, including any addenda hereto, as applicable, constitute the entire agreement between the User and ICN with respect to the Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and ICN with respect to the Site.

25. Contact Us

ICN welcomes your questions or comments regarding the Terms:
iCapital Network Technology Solutions, LLC
60 East 42nd Street, 26th Floor
New York, New York 10165
Attn: General Counsel