

KINDUR

WEBSITE TERMS OF USE

Effective as of: February 25, 2019

Welcome to Kindur!

These Terms of Use (these “Terms” or this “Agreement”) are between you (together with any entity that you represent, “You”, “Your” or “Yourself”) and Kindur Services Inc., and its subsidiaries (collectively “Kindur,” “we” or “us”). These Terms govern any access to and use of the website located at www.kindur.com (including all of its web pages, subdomains and any associated or successor websites and social media channels, collectively, the “Website”), any associated or related mobile applications (each, an “App”, together with the Website, referred to herein as the “Platform”) as well as any associated services which are provided, offered or made available by Kindur made available through the Platform (the “Services”).

These Terms are subject to modification from time to time as described below and You can review the most current version at any time on the Website. BY ACCESSING AND/OR USING THE PLATFORM OR ANY OTHER SERVICES, YOU ACCEPT AND AGREE TO BE BOUND BY, AND BECOME A PARTY TO, THESE TERMS. If You do not agree to the terms and conditions of this Agreement or if You are not authorized to enter into or be bound by this Agreement, then do not access or use the Platform or any other Services.

All access to and use of the Platform or other Services by You, including any content, information, products or services therein, are subject to the terms and conditions of this Agreement, together with any other agreements referenced herein or required on the Platform from time to time, and conditioned upon You becoming a party hereto.

1. Advisory Agreement

Kindur provides investment advisory services through its subsidiary, Kindur Investment Services LLC (“Kindur Investment”), which is an SEC registered investment adviser. In addition to these Terms, if You elect to become a client of Kindur, You are also agreeing to be bound by the [Investment Advisory Agreement](#) between Yourself and Kindur Investment (the “Advisory Agreement”) which You must accept in order to register for the Services set forth therein.

You should read and consider the Advisory Agreement carefully and contact Kindur to ask any questions You may have before you agree to or accept the Advisory Agreement. Clicking that you agree to, or accept, the Advisory Agreement has the same legal effect as signing a paper version of such Advisory Agreement. Even if You agree to such Advisory Agreement, Your application is subject to approval by Kindur. Upon Kindur’s acceptance of such Advisory Agreement, the Advisory Agreement shall become effective and You will become a “Client” of Kindur as set forth in the Advisory Agreement.

In the event of a conflict between these Terms and the Advisory Agreement, the Advisory Agreement shall take precedence.

2. No Investment Recommendations or Advice

Kindur provides its investment advisory services only to individuals who become Kindur Clients pursuant to a written investment advisory agreement. Articles, commentaries, investment plans and other content provided by Kindur on or through the Platform are for illustrative or educational purposes only and do not constitute investment, legal or tax advice, or an offer to buy, sell or hold any security. Forecasts or projections of investment outcomes in investment plans are estimates only, based upon numerous assumptions about future capital markets returns and economic factors. As estimates, they are imprecise and hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. Diversification does not ensure a profit or protect against a loss in a declining market. There is no guarantee that any particular asset allocation or mix of funds will meet Your investment objectives or provide You with a given level of income. Investing entails risk including the possible loss of principal and there is no assurance that the investment will provide positive performance over any period of time. Please read Kindur's [Form ADV Part 2](#) (Brochure) carefully prior to becoming a Client.

3. Use of the Platform and Services; User Accounts

A. Services. Provided You have agreed to comply with and are bound by these Terms, You may use the Platform, though Your use of other Services is subject to [the Advisory Agreement](#), as stated above. Your right to access and use the Platform is non-exclusive, non-transferable, non-sublicensable, and fully revocable.

B. Proprietary Rights. The material contained within the Platform is provided by Kindur for use by prospects and Clients. The material may not be copied, republished, incorporated into another website or reproduced (whether by linking, framing, or any other method), transmitted, distributed, uploaded, posted, used to create a derivative work or exploited in any other way without the express written consent of Kindur. Title to and ownership of the Platform and Services, including all intellectual property rights therein and thereto, are and shall remain the exclusive property of Kindur and our suppliers and licensors, and, subject to the limited rights and license expressly granted hereunder, Kindur and our licensors retain all right, title and interest in and to the Platform and Services and in and to all of Kindur's other intellectual property rights. No intellectual property or other rights or licenses are granted or otherwise provided by Kindur under this Agreement, by implication, estoppel or otherwise, beyond those expressly set forth herein.

C. Kindur Content. Kindur may provide certain information and other content on, through or to the Platform and other Services, including all such information, content, data, graphics, communications, video, music, movies, data, text, software, sound, photographs, graphics, messages and other materials originating from Kindur (or its non-user licensors) and made available through the Platform or other Services, as well as any Kindur logos, marks, names or

designs (“Kindur Content”). Kindur and its licensors own and reserve all rights, title and interest, including all worldwide intellectual property rights, in and to all Kindur Content. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying Kindur Content. You will not, and have not rights to, reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit Kindur Content.

D. Kindur Marks and Trade Dress. Kindur’s name and logo are trademarks of Kindur, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Kindur. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of Kindur, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Kindur.

E. No Reliance On Content. All Kindur Content and the content of any user made available on or through the Services or Platform (the “User Content”) are provided for Your convenience only on an “as is” basis without warranty of any kind. Kindur does not endorse, support, represent or guarantee the qualifications, expertise, experience or identity of the providers of any User Content, and Kindur does not warrant, guarantee, support, verify or otherwise have any responsibility for the completeness, truthfulness, accuracy, desirability, profitability or reliability of any User Content, including without limitation any information contained therein or any information or communications posted on, obtained from or available through, the Platform or other Services. All use of and reliance upon any such content and information (or any User Content generally) shall be solely Your responsibility and at Your sole risk.

F. Restrictions and Limitations. You shall have no right to, and shall not, reverse engineer, disassemble, decompile, copy, modify, spider, crawl, or create derivative works of or based on, sell, resell, display, distribute, disseminate, rent or lease the Platform or any part thereof, except to the extent applicable law otherwise requires You to be allowed to do so. You shall not remove, alter or conceal any copyright or trademark or other proprietary rights notices incorporated in or accompanying the Platform. You shall comply with all applicable laws in your use of the Platform and all Services and shall not use any of them for purposes for which they are not designed. You shall immediately notify Kindur of any violation of the restrictions or limitations on use or access to the Platform or Services. Kindur may also suspend or terminate Your account and/or access to the Platform or Services at any time and for any reason (or no reason), in its sole discretion, except as expressly set forth in [the Advisory Agreement](#).

G. User Accounts and Information. If You sign up or register with Kindur and/or set up Your Kindur account (if applicable), You agree, represent and warrant that all information provided by You to Kindur upon sign up and/or registration and at all other times through the Services or the Platform will be true, accurate, current and complete. If any material information You provided to Kindur in connection with the Platform or Services changes or is updated, You agree to promptly notify Kindur about such changes and provide updated information. In some cases, Kindur may enable You to sign-up or access and login to Your account for the Services through third party services, in which case You hereby authorize Kindur to access and interface with Your account with any such third party provider and any associated information provided in connection therewith. You are entirely responsible for maintaining the confidentiality of

Your account information and password. You agree not to (a) use the account, username, or password of another user, or (b) disclose Your password to, or share Your account with, any third party or allow or authorize any individual or entity to use Your account or user ID with Kindur. You agree to notify Kindur immediately if You suspect any unauthorized use of Your account or access to Your password or account. You are solely responsible for any and all use of Your account.

H. Access Interruptions. You understand that Kindur does not guarantee that access to the Platform, or account management via the Platform or Services, will be available all the time. Kindur reserves the right to suspend access to the Platform and/or Services without prior notice for scheduled or unscheduled system repairs or upgrades. Further, access to the Platform, and hence, the Your account, may be limited or unavailable due to, among other things: market volatility, peak demand, systems upgrades, maintenance, any kind of interruption of the services provided by any third party or Kindur's ability to communicate with any third party, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, and force majeure. You agree that Kindur will not be liable to the You for any Losses incurred by You (including, but not limited to, lost profits, trading losses, and similar damages) resulting from such access limitations or unavailability.

I. Minimum Age Requirement. You must be at least 18 years of age or older to sign-up or register for, or install or use, the Platform or Services. If You are under 18 years of age, You are not permitted to use the Platform or any of our Services.

J. Third Party Links. The Platform may contain links to other websites, including links to the websites of companies that provide related information. Such external Internet addresses information created, published, maintained, or otherwise posted by institutions or organizations independent of Kindur. These links are solely for the convenience of visitors to the Platform, and the inclusion of such links does not necessarily imply an affiliation, sponsorship or endorsement. Kindur does not endorse, approve, certify, or control these external Internet addresses and cannot guarantee or assume responsibility for the accuracy, completeness, efficacy, timeliness, or correct sequencing of information located at such addresses. The performance and composite information shown on the Website uses or includes information obtained from third party sources. Third party data is obtained from sources believed to be reliable, Kindur cannot guarantee currency, accuracy, timeliness, completeness or fitness for any particular purpose.

K. Electronic Communications. Kindur's outgoing and incoming emails are electronically archived and subject to review and/or disclosure to someone other than the recipient.

L. Your Likeness. If You specifically provide a photograph of Your likeness and/or other personal identifying information to Kindur for public display, then You hereby grant permission to Kindur to use the provided photograph of Your likeness, Your name and/or other information, in a commercially reasonable manner on the Platform, any related and/or affiliated sites, and in marketing materials now and in the future. You waive any and all rights to compensation as a

result of such use of Your explicitly provided photograph of Your likeness, Your name and/or other information.

M. Confidentiality. Kindur has taken reasonable steps to ensure the confidentiality and security of information taken through the Platform and transmitted via the Internet. However, unexpected changes in technology may be used by unauthorized third parties to intercept confidential information and we cannot be responsible should confidential information be intercepted and subsequently used by an unintended recipient.

4. Privacy Policy

Your name or contact information (if shared with us), registration data or other information about or submitted by You, including data collected about Your use and activities on the Platform or using Services, are subject to Kindur's Privacy Policy. For more information, see the full Kindur [Privacy Policy](#). You understand that through Your use of the Platform and Services, You consent to the collection, storage and use of this information as described in these Terms and, if applicable, [the Advisory Agreement](#), in each case in accordance with such [Privacy Policy](#).

If You and Kindur agree to an Advisory Agreement, You may request that Kindur send personal data regarding Your Account to third parties outside of Kindur's control (e.g., financial account aggregators). You may make such a request in a number of different ways, including, but not limited to, entering Your Kindur login information through a third-party website. You understand and agree that Kindur cannot control what those third parties may or may not do with Your data. You understand that Kindur does not guarantee the accuracy and quality of Your personal data that Kindur may send to third parties at Your request. You agree to hold Kindur harmless from Losses of any kind that may result from Kindur sending Your personal data to third parties at Your request.

5. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES (INCLUDING THE PLATFORM), KINDUR CONTENT AND USER CONTENT IS AT YOUR SOLE RISK AND KINDUR SHALL NOT BE LIABLE FOR ANY INABILITY TO USE, OR ANY DELAYS, ERRORS OR OMISSIONS WITH RESPECT TO THE SERVICES. THE SERVICES (INCLUDING THE PLATFORM), KINDUR CONTENT AND USER CONTENT AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KINDUR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES (INCLUDING THE PLATFORM), KINDUR CONTENT AND USER CONTENT, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

KINDUR MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, AVAILABLE FOR USE AT ANY GIVEN TIME, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE OR OTHERWISE MEET YOUR EXPECTATIONS, OR (iv) ANY ERRORS IN ANY SOFTWARE AVAILABLE THROUGH THE SERVICES WILL BE CORRECTED.

6. Limitation of Liability.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KINDUR, AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PUBLISHERS, COLLABORATORS, BUSINESS PARTNERS AND LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM, THE SERVICES, OTHER SERVICES, KINDUR CONTENT, USER CONTENT, INFORMATION AND RESULTS AND OTHER CONTENT AND INFORMATION AVAILABLE THROUGH THE PLATFORM OR SERVICES, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF KINDUR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL KINDUR'S (OR ITS AFFILIATES', OFFICERS', DIRECTORS', EMPLOYEES', AGENTS' AND LICENSORS') CUMULATIVE LIABILITY TO YOU EXCEED TWO HUNDRED US DOLLARS (US \$200), EXCEPT TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to You to the extent applicable law so requires.

7. Indemnification

You agree to defend, indemnify, and hold Kindur, its officers, directors, employees, agents, publishers, collaborators and business partners harmless from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (i) Your access to or use of the Platform, other Services, Kindur Content and User Content; (ii) Your violation of the Agreement; (iii) Your violation of any applicable laws, rules or regulations; (iv) any User Content posted, uploaded, provided or otherwise Shared by You; or (v) any interactions or disputes between You and another user.

8. Failure to Comply with These Terms

Kindur may suspend or terminate Your account and/or deny You access to use the Platform, without prior notice, if You engage in any conduct that Kindur believes, in its sole discretion: (a) violates any term or provision of these Terms, (b) violates the rights of Kindur or third parties, or (c) is otherwise inappropriate for continued access and use of the Platform or Services. In the event of any suspension or termination, while Your right to access the Platform terminates, the other provisions of these Terms continue in effect.

9. Modification to Terms & Other Agreements.

We reserve the right to make changes to these Terms at any time. Any such modifications will become effective upon the date they are first posted to this Website. These Terms are in addition to any other agreements between You and Kindur that govern Your use of the Services, content and information available on the Platform.

10. Modification to Website

We may at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. We shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Website.

11. Additional User Representations

You acknowledge, represent and warrant that: (a) You own the computer or device on which You are installing the Platform, or have the authority to install the Platform on such computer or device; (b) Your installation and/or use of the Services will not violate any local, state or federal laws that apply to You; (c) Kindur is not causing the Platform to be installed on Your computer or device, but has provided the Platform to You, which You are installing of Your own volition; (d) You have read and fully understand the terms of this Agreement; (e) You have due authority and adequate legal capacity to enter into this Agreement; and (f) You are more than 18 years of age and are fully able and competent to enter into and comply with the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement.

12. General Information

The Agreement constitutes the entire agreement between You and Kindur and supersedes any prior agreements, understandings or arrangements between You and Kindur. You may not assign the Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Kindur. Any purported assignment or delegation by You without the appropriate prior written consent of Kindur will be null and void. Kindur may freely assign the Agreement or any rights hereunder without Your consent. You agree that You must bring any claim arising out of or related to this Agreement, or the relationship between You and us, within one (1) year after the claim arises, or the claim will be permanently barred. The failure or delay of Kindur to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision to the full extent consistent with applicable law, and the other provisions of the Agreement remain in full force and effect. You and Kindur are independent contractors and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

Kindur may provide notices to You with respect to this Agreement, the Platform or the Services by posting such notices on the Platform or by sending them to You via Your e-mail address, cell phone number or other contact address You provide upon registration or setting up your account. Any such notices shall be deemed properly and timely given to You hereunder. You consent to the use of: (a) electronic means to complete this Agreement and to provide You with any notices given pursuant to this Agreement; and (b) electronic records to store information related to this Agreement or your use of the Services.

13. Violations and Comments

Please report any violations of the Agreement or provide any comments or questions by emailing us at support@kindur.com. You agree, however, that: (i) by submitting ideas regarding the Services (including the Platform) to Kindur or any of its employees or representatives, You automatically forfeit Your right to any intellectual property rights in these ideas; and (ii) ideas regarding the Services (including the Platform) submitted to Kindur or any of its employees or representatives (including any improvements or suggestions) automatically become the property of Kindur. You hereby assign and agree to assign all rights, title and interest You have in such comments, suggestions, improvements and ideas to Kindur together with all intellectual property rights therein.

14. Applicable Law

This Agreement is entered into in New York, New York and governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles. Federal law governs copyright, patent and trademark matters.

15. Venue

You agree that the proper forum for claims not subject to arbitration under these Terms (or for enforcement of any arbitration award) will be the state or federal courts located in the New York, New York, and You agree to submit to the jurisdiction of these courts for any claims or disputes between You and Kindur, pertaining directly or indirectly to these Terms. With respect to any such proceeding or action brought in such courts, You hereby irrevocably waive, to the fullest extent permitted by law: (a) any objection You may have now or in the future to such jurisdiction or venue, and (b) any claim that such action or proceeding has been brought in an inconvenient form. Nothing limits either party's right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or any other form of relief.

If You have any questions about these Terms, please contact us at support@kindur.com

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