



InvestCloud Web Site Use Terms & Conditions

Terms And Conditions Of Use

These terms of use (together with all documents referred to in these terms) (collectively referred to as the "Agreement") tell you the terms and conditions on which you may use and access the InvestCloud web site.

Information About InvestCloud

www.investcloud.com (the "InvestCloud web site") is a web site operated by InvestCloud, Inc., a Delaware corporation.

Accessing The InvestCloud Web Site

Access to the InvestCloud web site is permitted on a temporary basis and we reserve the right to withdraw or amend the service without notice (see below).

You are responsible for making all arrangements necessary for access to the web site. You acknowledge that access to the InvestCloud web site is dependent upon the availability of the worldwide web and we accept no responsibility for your inability to access the InvestCloud web site arising out of circumstances beyond our reasonable control.

We have the right to disable your access to the InvestCloud web site at any time if, in our opinion, you have failed to comply with any of the provisions of this Agreement.

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Changes To The InvestCloud Web Site

Generally we update the InvestCloud web site on a regular basis and may change the content at any time. If the need arises, we reserve the right to suspend the InvestCloud web site or close it indefinitely.



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Information About You And Your Visits To The InvestCloud Web Site

We process information about you in accordance with InvestCloud's Privacy Policy. Please review the terms of our Privacy Policy to check that you are happy for us to use your information in accordance with its terms. You are responsible for ensuring that all information provided by you to us is accurate.

Linking To The InvestCloud Web Site

You may link to the InvestCloud web site home page, provided you do so in a way that is fair and legal and which does not damage our reputation or take advantage of it or suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice.

Links From The InvestCloud Web Site

The InvestCloud web site may from time to time contain links to various web sites and other resources provided by third parties. These links are provided for your information only. We have no control over the contents of those web sites and resources and accept no responsibility for them or for any loss or damage that may be suffered as a consequence of your use of or reliance on them.

The supply of any goods, services and information offered by third party providers listed on the InvestCloud web site is subject to the relevant third party's terms and conditions relating to the provision of their goods, services and information. These third party terms and conditions can be found by accessing the relevant third party's web site by clicking on the applicable link.

InvestCloud's Liability

Nothing in this Agreement shall exclude or limit our liability for: (a) death or personal injury arising through negligence; (b) fraudulent misrepresentation; (c) breach of implied terms relating to title and quiet enjoyment under Section 12 of the Sale of Goods Act 1979 and Section 2 of the Sale and Supply of Goods Act 1982; or (d) any other liability which may not lawfully be excluded or limited by us.

Commentary and other materials posted on the InvestCloud web site are only general remarks or comments and are not intended to be relied upon by you.

Except where stated otherwise in this Agreement, we exclude all liability and responsibility arising from any reliance placed on third party content on the InvestCloud web site by you or anyone who may be informed of any of its contents.

Whilst we have taken every care in the preparation of the content of the InvestCloud web site, we cannot guarantee uninterrupted and totally reliable access to it. We cannot therefore guarantee



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that the information will always be completely up to date and free of mistakes or errors. Except where stated otherwise in this Agreement: (i) we disclaim all warranties, terms, conditions and representations, express or implied, as to the accuracy of the information contained in any material on the InvestCloud web site and accept no responsibility for any loss or damage arising out of problems with access; and (ii) we shall not be liable for any loss of production, loss of profits, business data, operation time, goodwill contracts, revenue or anticipated savings arising out of or in connection with this Agreement or any indirect or consequential loss, damage, cost or expense of any kind whatever and howsoever caused.

We do not warrant or guarantee that material downloaded and/or accessed via or from the InvestCloud web site will be free of viruses or other similar contaminants and you should operate the most up-to-date virus protection software at all times. Except where stated otherwise in this Agreement, we do not accept responsibility for any loss, damages or costs suffered or incurred by you arising from viruses or contaminants contracted by you or your machine from accessing or using the InvestCloud web site.

Jurisdiction and applicable law

The State of California, USA will have exclusive jurisdiction over any claim arising from or related to the InvestCloud web site. California law will apply to the construction and interpretation of this Agreement.

Your Concerns

If you have any concerns or queries about material which appears on the InvestCloud web site please contact support@investcloud.com.

Thank you for visiting the InvestCloud web site.