

VestHQ

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VestHQ, LLC (“VestHQ”), a wholly-owned subsidiary of VestHQ, Inc., is an SEC-Registered Investment Adviser and a full-service 401(k) provider for small businesses. VestHQ is a mobile from end-to-end, automatically balance student debt repayment with retirement savings, and decrease liability for business owners.

These Terms and Conditions are in addition to any other agreements between you and VestHQ, including any customer or account agreements and any other agreements that govern your use of software, products, goods, services, content, tools, and information provided by VestHQ.

General

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By using the Service and the Content, you agree to follow and be bound by these Terms and Conditions, including the policies referenced herein. Customers of VestHQ are granted additional levels of access to the website and their relationship with VestHQ is governed by additional agreements and terms of use, such as the Customer Agreement.

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VestHQ and/or the Third-Party Providers may discontinue or modify the Content, or any portion thereof, at any time. You release and agree to indemnify and hold harmless VestHQ, and the Third-Party Providers, for any loss or damages arising from or relating to such discontinuation or modification.

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By using the Service or the Content, you consent to any form of recording and retention of any communication, information and data exchanged between you and VestHQ or its representatives or agents.

All communications made at or through the Forums are public. Neither VestHQ nor the Third-Party Providers screen, review, approve or endorse any Third Party Content available on or through the Forums. Reliance on any Third Party Content available on or through the Forums is at your own risk. When discussing a particular company, stock or security in the Forums, you agree to reveal any ownership interest in such company, stock or security. Without limitation, you agree not to do any of the following:

- a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (including, but not limited to, any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
- b) harm minors in any way;
- c) impersonate any person or entity, including, but not limited to, (i) a VestHQ or Third-Party Provider manager, employee, agent, or representative or (ii) forum leader, guide or host;
- d) falsely state or otherwise misrepresent your affiliation with any person or entity;
- e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any material;
- f) upload, post or otherwise transmit any material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and

- confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- g) upload, post or otherwise transmit any material that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
 - h) upload, post, or transmit unsolicited commercial email or “SPAM,” including, but not limited to, unethical marketing, advertising, or any other practice that is in any way connected with SPAM, such as: (1) sending mass email to recipients who haven’t requested email from you or with a fake return address; (2) promoting a site with inappropriate links, titles, or descriptions; or (3) promoting any site by posting multiple submissions in forums that are identical;
 - i) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - j) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
 - k) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any regulations having the force of law;
 - l) “stalk” or otherwise harass another;
 - m) collect or store personal data about other users of the Service;
 - n) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty;
 - o) promote, offer for sale or sell any security or item, good or service that i) violates any applicable federal, state, or local law or regulation, ii) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or iii) VestHQ or the Third-Party Providers determine, in their sole discretion, is inappropriate for sale;
 - p) use the Forums as a forwarding service to another website; or
 - q) access or otherwise use the Forums in any unlawful manner, for any unlawful purpose or in violation of these Terms and Conditions.

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VestHQ and/or the Third-Party Providers may provide links to other websites or resources. Because neither VestHQ or the Third-Party Providers have any control over such sites and resources, you acknowledge and agree that neither VestHQ nor the Third Party Providers are responsible for the availability of such external sites or resources. VestHQ and the Third Party Providers do not endorse and are not liable for any content, advertising, products, or other materials on or available through such sites or resources. You further acknowledge and agree that neither VestHQ nor the Third Party Providers shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Applicable Policies

In addition to these Terms and Conditions, your access to and use of the Content and the Service is subject to VestHQ’s then-current policies relating to the Content and the Service, including, without limitation, the VestHQ Privacy Policy available on the Service. You agree to be bound by these policies and all other VestHQ policies applicable to the access and use of the Content and the Service.

By using the Service, you are consenting to have your personal data transferred to and processed by VestHQ and its affiliates. As part of providing you the Service, VestHQ may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Service, which you may not be able to opt-out from receiving.

Indemnification

You will indemnify and hold harmless VestHQ and the Third Party Providers, and the officers, directors, agents, partners, employees, licensors, distributors, and representatives of VestHQ and the Third Party Providers, from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to your access and/or use of, or interaction with the Content (including, without limitation, Third Party Content), or any act, error, or omission of your use of your account or any user of your account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

Revisions

VestHQ may at any time revise these Terms and Conditions by updating this document. You agree to be bound by subsequent revisions and agree to review these Terms and Conditions periodically for changes. The most updated version of this document will be available for your review under the “Terms and Conditions” link that appears on the VestHQ website and mobile application.

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You agree that these Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Illinois, without giving effect to principles of conflicts of law. Any legal action or proceeding arising under these Terms and Conditions will be brought exclusively in courts located in Cook County, Illinois, and you hereby irrevocably consent to the personal jurisdiction and venue therein. If any provision of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions.

Version 1b – July 12, 2018