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Read these Terms of Use carefully before you begin using this Site. BY ENTERING, ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING THE SITE, ITS SERVICES, AND THE CONTENT AVAILABLE HEREIN, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS.

Note that these Terms of Use may be updated from time to time, and any User’s continued use of this Site after we have made updates to the terms is considered acceptance of those updates. For clarity, all updates are effective immediately when posted. It is your responsibility to check the Terms of Use periodically for updates.

## **Access and Use of This Website**

Access to certain portions of our Site is restricted to registered Users. You might be required to provide your name, telephone number(s), e-mail, year of birth, gender, zip code, country, and/or street address, as well as and other personally identifiable information (“Personal Data”).

### **a. Registration and Security**

You agree, represent, warrant, and guarantee that all Personal Data provided by you is true, accurate, complete, up-to-date, and solely yours. You may not impersonate, imitate, or pretend to be somebody else when registering. When you create an account and subsequently log in, you will be asked to choose a password. You are responsible for safeguarding and maintaining the confidentiality of your password, and you agree not to disclose your password to any third party. You will be solely responsible for any activities or actions taken under your account, whether or not you have authorized such activities or actions. You must notify us immediately if you know or suspect that any unauthorized person is using your password or your account (for example, Your password has been lost or stolen, someone has attempted to use the services or Site through your account without your consent or your account has been accessed without your permission). We strongly recommend that you do not use the services or access the Site on any public computer. We also recommend that you do not store your password through your web browser or other software.

### **b. Limitations on Use**

This Site may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national, and foreign laws, treaties, and regulations in connection with your use of the Site and the Site’s content.

**Without our permission, you are free to do the following while using or accessing our Site:**

1. Download and/or print one copy of individual pages of the Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.
2. Establish a hypertext link to the Site so long as the link does not state or imply any sponsorship of your site by us or by the Site.

**You must have our express written consent to do any of the following:**

1. Use this content for commercial purposes, including selling or licensing printed or digital versions of our content.
2. Alter, transform, or build upon this work.
3. Re-posting and Translation Rights (We do not permit the re-posting of our posts in their entirety. In addition, we do not allow the translation and publication of Autumn Lane Advisors, LLC in other languages, as we don't have the resources to validate the quality of work.)
4. You may not frame or inline link any of the content of the Site, or incorporate into another website or other service any of our material, content or intellectual property.

### **c. Cancellation and Account Deletion**

We may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms of Service, shall survive.

### **d. Links to Third-Party Websites**

This Site may contain links to other websites on the Internet, and which are not maintained by us. When you leave this Site, you do so at your own risk. By providing a link to a third-party website, we are not endorsing or attempting to associate with any other entity. Other websites are not under our control, and you acknowledge that We shall not be responsible or liable for any of the text, images, videos, content, or any other content or information from a third-party website. You also acknowledge that we shall not be responsible or liable for any damage or loss caused or alleged to be caused by, or in connection with, your reliance on any information, any good, any service, or any other material provided through a third-party website.

### **e. Reliance on Information Posted**

We reserve the right to modify the Site in our sole discretion without notice. We will not be liable if, for any reason, any part of the Site, or the entire Site, is unavailable for any period of time. Periodically, we may restrict access to portions of the Site, or the entire Site. We may make these modifications at any time and for any reason without prior notice. You assume any and all risk for decisions based on information contained within this Site. The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place, or decisions you make, on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on these Site materials by you or any other User of our Site, or by anyone who may be informed of any of our Site's contents.

### **f. Exiting Our Site**

You agree to sign out of your Account, each time you prepare to leave our Site.

## Conduct and Behavior

You are solely responsible for all of your activity while using the Site.

- a.** As a condition of use of the Site, you represent and warrant that you shall not use our Site for any purpose that is unlawful, illegal, or prohibited by this Agreement. You agree to abide by all applicable federal, state, local, rules, or regulations (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries and all applicable state privacy laws).
- b.** You also agree that you will not attempt to re-sell, rent, lease, charge, distribute, transfer, or share any of the rights that you receive hereunder.
- c.** You will not use, choose, or select the username of another party with the intent to impersonate that party, to otherwise deceive us or any party, or to otherwise engage in fraudulent behavior.
- d.** You will not use, choose, or otherwise select the username that is subject to the rights of another party, without that party's express authorization
- e.** You will not use, choose, or otherwise select a username containing any terms, which would be vulgar, obscene, lewd, or otherwise offensive in nature.

You agree to maintain a positive sense of decorum in all of your interactions with other Users on our Site. You agree to maintain a courteous and professional rapport with other Users, including but not limited to, avoiding profanity, rudeness, insults, scandalous words or actions, or otherwise inappropriate behavior, during your use of this Site.

## Intellectual Property

- a.** Our Site, including all text, images, designs, graphics, content, source code, object code, data, features, functionality (including but not limited to all information, software, displays, enablement of video and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such materials. For purposes of clarity, Autumn Lane Advisors, LLC, owns the rights to the compilation, arrangement, and assembly, along with any modifications, variations, updates, versions, and changes to all information entered and stored within Our Site database(s), as part of our Site. This material, collectively, is protected by United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. All of our Site's content is copyrighted material and is protected by the Copyright Act of 1976. You are not permitted to republish, reproduce, transmit, transfer, prepare derivative versions or works, or otherwise use any content on this Site without our prior, express, and written permission, except for the limited permitted use as outlined above.
- b.** You do not and will not acquire any intellectual property rights in the Site, including but not limited to the underlying services and the content published herein, by your use of our Site. Subject to your compliance with the terms and conditions of these Terms of Use, we grant you a limited, non-exclusive, non-transferable, and revocable license, without the right to sublicense, to access and use our Site but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of the administrator. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any site or its contents; any downloading or copying of account information for the benefit of another

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## **Additional User Restrictions Related to Our Intellectual Property and the Intellectual Property Rights of Others**

- a.** Your Responsibility. When You post or otherwise submit information to our Site, You represent and warrant that You have ownership, authority, or permission to post the information. YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE THE SOLE OWNER OF SUCH INFORMATION. You agree that You will not post any information to our Site, in any format, including but not limited to text, image, video, or audio, that You do not own.
  
- b.** User-Submitted Website Content and License of Intellectual Property Rights. You grant us a worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to copy, publish, display, reproduce, or otherwise use in any manner, all of the User-Submitted Content that you put into this Site.

## **Digital Millennium Copyright Act of 1998 (“DMCA”)**

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## **Disclaimer of Warranties**

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ALL WARRANTIES WHETHER ARISING OUT OF LAW, STATUTE, COURSE OF DEALING, TRADE USAGE, OR ANY OTHER RELATIONSHIP. WE MAKE NO WARRANTIES OF ANY KIND REGARDING OUR SITE OR INFORMATION FOUND ON OUR SITE. WE MAKE NO WARRANTIES WITH REGARD TO THE ACCURACY, RELIABILITY, COMPLETENESS, QUALITY, FUNCTIONALITY, TIMELINESS, SPEED, OR ACCESSIBILITY OF ANY INFORMATION SUPPLIED WITHIN OR ON OUR SITE. WE DO NOT WARRANT THAT OUR SITE WILL BE OPERATIONAL, SECURE, ERROR-FREE, OR VIRUS FREE.

## Your Own Security

You are responsible for implementing sufficient procedures and security mechanisms to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to and separate from this Site to reconstruct any lost data.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the site or to your downloading of any material posted on it, or on any third-party website linked to it.

Some jurisdictions do not permit us to exclude warranties in these ways, so it is possible that these exclusions will not apply to our agreement with you. In such event, the exclusions shall apply to the fullest extent permitted under applicable law.

## Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE AUTUMN LANE ADVISORS, LLC, TOGETHER WITH ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES, FROM ALL LIABILITY ASSOCIATED WITH YOUR USE OF OUR SITE.

You acknowledge that you are responsible for any actions you take while on our Site. You recognize that your use of our Site and any subsequent actions arising from your use of our Site are taken solely at your own risk.

IN NO EVENT WILL AUTUMN LANE ADVISORS, LLC, OUR DIRECTORS, OUR OFFICERS, OUR EMPLOYEES, OUR CONTRACTORS, OUR AGENTS, OR OUR REPRESENTATIVES, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, OR UNDER ANY EQUITABLE THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OUR SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON OUR SITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## Indemnification

You will indemnify, defend, and hold harmless Autumn Lane Advisors, LLC, our companies, our licensors and affiliates, and our respective directors, officers, employees, contractors, agents, and representatives, from and against any and all claims, causes of action, demands, liabilities, losses, costs or expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of, in connection with, or resulting from:

1. your access to or use of our Site, including but not limited to its services and its content;
2. your violation of any of the provisions of these Terms of Use;

3. any activity related to your account by you or any other person accessing our Site through your account, including, without limitation, negligent or wrongful conduct; or
4. your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right.

For purposes of clarity, these indemnification obligations apply to your use of our Site, along with your use of our Site's content and services, other than as expressly authorized in this Terms of Use, your use of any information obtained from our Site, and any information you provide to our Site.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **Our Compliance with COPPA**

THIS SITE IS NOT INTENDED FOR USERS WHO ARE YOUNGER THAN THIRTEEN (13) YEARS OF AGE. You can learn more about our compliance with the Children's Online Privacy Protection Act ("COPPA") by reviewing our Privacy Policy.

Moreover, if you are under 18 years of age, you should not provide any personally identifiable information on our Site without the knowledge and permission of your parent or guardian.

## **Governing Law and Venue**

This Terms of Use shall be construed, governed, and enforced under the laws of the United States and the State of Texas (without regard to rules governing conflict of laws). You agree that venue for all actions, relating in any manner to this Terms of Use, shall be in a federal or state court of competent jurisdiction located in Harris County, Houston, Texas. Each party to these terms waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

## **Severability and Waiver**

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions will continue in full force and effect. No waiver by us of any term or condition set forth herein shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of us to assert a right or provision shall not constitute a waiver of such right or provision.

## **Assignment**

This Agreement shall be binding upon and inure to the benefit of Autumn Lane Advisors, LLC and our respective assigns, successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of Autumn Lane Advisors, LLC. Notwithstanding the foregoing, all rights and obligations under this Agreement may be freely assigned by Autumn Lane Advisors, LLC to any affiliated entity or any of its wholly owned subsidiaries.

## **Changes to the Terms of Use**

We will make changes to these Terms of Use from time to time. The date that these Terms of Use were last revised is identified at the top of the page. You are responsible for ensuring that you periodically visit our Site and these Terms of Use to check for any changes.

## How To Contact Us

If you have any questions or comments about these Terms of Use, please contact us at:

**By Email:**

[steve.oldham@autumnlanelc.com](mailto:steve.oldham@autumnlanelc.com)

**By Regular Mail:**

**Autumn Lane Advisors**

Attn: Privacy Agent

7500 San Felipe, Suite 1030

Houston, TX 77063

## Entire Agreement

These Terms of Use, along with the Privacy Policy, represent the entire understanding and complete agreement by and among you and Autumn Lane Advisors, LLC

BY USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, AND YOU AGREE TO BE BOUND BY ALL APPLICABLE TERMS AND CONDITIONS.