

## IV Lions LLC Website Terms of Use

This web page represents a legal document and is the Website Terms of Use (the “Agreement”) for our website, [www.IVLions.com](http://www.IVLions.com) (the “Website”). By using our Website, you agree to fully comply with and be bound by the following Agreement each time you use it. Please review the following terms carefully.

### Definitions

The terms “us” or “we” or “our” refers to IV Lions LLC (“IV Lions”), the owner of this Website. A “Visitor” is someone who merely browses our Website. A “Registered User” is someone who subscribes to use our investment advisory services. A “Client” is someone who has retained IV Lions to provide investment advisory services. The terms “User” or “you” are a collective identifier that refers to a Visitor, a Registered User or a Client.

All text, information, graphics, design, and data offered through our Website or our investment advisory services (the “Services”), whether produced by our Users or by us, is collectively known as our “Content”. We distinguish content posted by our Users, rather than by us, as “User Content”.

### Our Services

Our Website is designed to provide information to Visitors and provide the Services to Registered Users and Clients.

### Acceptance of Agreement

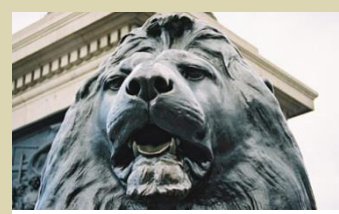
This Agreement is between you and IV Lions.

This Agreement contains warranty disclaimers and other provisions that limit our liability to you. Please read these terms and conditions carefully and in their entirety, as using, accessing and/or browsing our Website constitutes acceptance of these terms and conditions. If you do not agree to be bound to each and every term and condition set forth herein, please exit our Website immediately and do not use, access and/or browse it further.

Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and IV Lions, and supersedes all other agreements, representations, warranties and understandings with respect to our Website, Services, and the subject matter contained herein. However, in order for a Registered User or Client to use our Website and/or Services, they will also be required to enter a Client Advisory Agreement.

We may amend this Agreement at any time without specific notice to you. The latest Agreement will be posted on our Website, and you should review this Agreement prior to using our Website. After any revisions to this Agreement are posted, you agree to be bound to any changes. Therefore, it is important for you to visit this page periodically to review the Agreement. If you do not accept this Agreement, do not access and use our Website. If you have already accessed our Website and do not accept this Agreement, you should immediately discontinue use of our Website and Services.





### **Limited License**

IV Lions grants you a non-exclusive, non-transferable, revocable license to access and use our Website and Services strictly in accordance with this Agreement and, if applicable, the Client Advisory Agreement.

### **Legal Compliance**

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our Website, Content, Services, and any software provided therein. In consideration of your use of our Website and Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to (a) provide true, accurate, current and complete information about yourself as prompted by the Services' subscription form and (b) maintain and promptly update your registration information to keep it true, accurate, current and complete.

### **Our Relationship to You**

This Agreement in no way creates any agency, partnership, joint venture, employee-employer or franchisee-franchisor relationship between you and IV Lions.

### **Our Intellectual Property**

Our Website may contain our service marks or trademarks as well as those of our affiliates, subsidiaries and contractors, or other companies, in the form of words, graphics, and logos. Your use of our Website or Services does not constitute any right or license for you to use our service marks or trademarks, without the prior written permission of IV Lions.

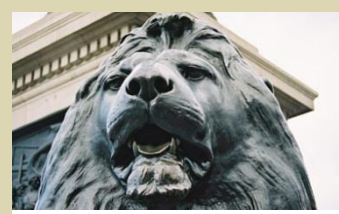
Our Content, as found within our Website and Services, is protected under United States and foreign copyrights. The copying, redistribution, use of or publication by you of any such Content, is strictly prohibited. Your use of our Website and Services does not grant you any ownership rights to our Content.

### **Registration**

When (a) a Registered User completes the subscription process; and/or (b) a Client enters a Client Advisory Agreement, you will receive a password that will allow you to access certain information and/or our Services on our Website. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password.

You agree to (a) immediately notify us of any authorized use of your password or any other breach of security; and (b) ensure that you exit from your account at the end of each session. You agree that our Website cannot and will not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.





## **Content Disclaimer**

The Content may be changed without notice and is not guaranteed to be complete, correct, timely, current or up-to-date. Similar to any printed materials, the Content may become out-of-date.

We undertake no obligation to update any Content on our Website. Registered Users and Clients are responsible for their own content, where applicable, and may update their Content at any time without notice and at their sole discretion. We reserve the right to make alterations or deletions to the Content at any time without notice.

Our Website may include a range of financial market data including, but not limited to, quotes (current and historical), news, research and opinions. This information will have been obtained from a spectrum of sources including other websites, publishers and data providers. All such information is provided “as is,” “as available,” and with “all faults” and should not be used as the basis for investment decisions. We cannot guarantee the accuracy of this financial market data and you agree that IV Lions, as well as our affiliates, subsidiaries and contractors, nor the original sources, will be held liable for any decision made based on this information, or any errors and omissions that may appear in this information.

If you are a professional working in the finance industry such as, but not limited to, a broker dealer, registered investment advisor or investment banker, you agree not to use our Content as the basis for investment advice or for any purpose relating to your business.

## **Errors, Corrections and Changes**

We do not represent or otherwise warrant that our Website will be error-free, free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through our Website will be correct, accurate, timely or otherwise reliable.

We may make changes to the features, functionality or Content of our Website or Services at any time. We reserve the right in our sole discretion to edit or remove any documents, information or other Content appearing on our Website or Services.

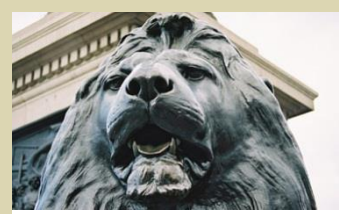
## **No Offer, Investment Advice or Performance Guarantees**

Our Website is for informational purposes only and does not constitute a complete description of our Services nor does it represent a recommendation of any particular security, strategy, investment product or manager. It should not be construed as investment advice, nor is it an offer, invitation, inducement or solicitation to acquire or dispose of, or deal in, any interest in any fund or security, or to engage in any investment activity. It should not form the basis for investment decisions.

The Content contained on our Website may not be suitable for all investors. Investors should always recognize that past performance, as well as the prediction, projection or forecast on the economy, securities markets or the economic trends of the markets are not necessarily indicative of the future or likely performance.

The Content does not constitute any form of investment, accounting, tax, legal or other advice. Any such advice should be sought from an appropriately qualified professional.





## **Registered Investment Advisor in California**

IV Lions is a state registered investment adviser. IV Lions may only transact business or render personalized investment advice in those states and international jurisdictions where it is registered and/or filed notice or is otherwise excluded or exempted from registration requirements. The purpose of this Website is for information distribution on products and Services. Any communications with prospective clients residing in states or international jurisdictions where IV Lions or its Investment Advisory Representatives are not registered or licensed shall be limited so as not to trigger registration or licensing requirements.

## **Warranty Disclaimer**

Unfortunately our Website and/or Services may be temporarily unavailable from time to time for maintenance or other reasons. IV Lions assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission.

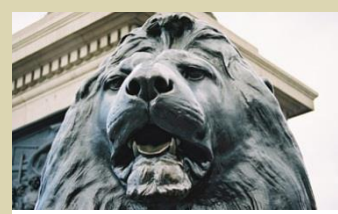
The information, Content and documents from or through our Website are provided “as-is,” “as available,” with “all faults”, and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). IV Lions cannot guarantee and does not promise any specific results from use of our Website or Services. IV Lions does not represent or warrant that our Content or our Services are accurate, complete, reliable, current or error-free. All responsibility or liability for any damages caused by viruses somehow attributed to our Content and Services is disclaimed. IV Lions, as well as our affiliates, subsidiaries and contractors, are not liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages. Our Website and Services would not be provided without such limitations. No advice or information, whether oral or written, obtained by you from us through our Website or Services shall create any warranty, representation or guarantee not expressly stated in this Agreement.

## **Limitation of Liability**

Whilst IV Lions endeavors to make our Website a useful and efficient resource for its Users, IV Lions, as well as our affiliates, subsidiaries and contractors, shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from our Website or Services, (b) the unavailability or interruption of our Website or Services, (c) your use of our Website or Content, (d) the Content contained on our Website or Services; or (e) any delay or failure in the performance of our Website and Services beyond our control.

In no event will IV Lions, as well as our affiliates, subsidiaries and contractors, or the directors, employees or agents of IV Lions, its affiliates, subsidiaries and contractors, be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including any lost profits or lost data arising from your use of our Website, Content or Services accessed through our Website or Services.





## Registered User and Client Conduct

Registered Users and Clients may post their own content to our Website through our Services (User Content). We have no control over User Content and do not in any way guarantee the quality, accuracy or integrity of such Content. IV Lions is not responsible for the monitoring or filtering of any User Content. Should any User Content be found illegal, IV Lions will submit all necessary information to the proper authorities.

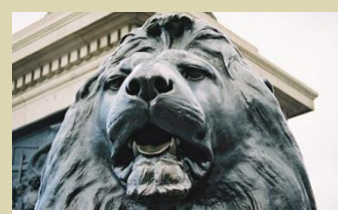
Without limiting the foregoing, we have sole discretion to remove any User Content that (a) violates this Agreement; or (b) is otherwise objectionable.

Registered Users and Clients are responsible for complying with all applicable federal and state laws for their Content, including copyright and trademark laws. Registered Users and Clients shall respect copyright and trademark laws and warrant that they will not use our Services to infringe the intellectual property rights of others in any way.

As a Registered User and/or a Client, you agree not to use our Services to do any of the following:

- 1) Upload, post, email or otherwise transmit any User Content that:
  - a. Violates any local, state, federal, or international laws.
  - b. Infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any party.
  - c. Harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethically or otherwise objectionable.
  - d. Links directly or indirectly to any materials to which you do not have a right to link.
  - e. Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers.
  - f. 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, or to extract information from our Website or Services.
  - g. Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
  - h. You do not have a right to transmit under any law (i.e. intellectual property laws) or under contractual or fiduciary relationships (i.e. non-disclosure agreements).
  - i. In the sole judgment of IV Lions, is objectionable or which restricts or inhibits any other person from using or enjoying our Website or Services, or which may expose IV Lions, our affiliates, subsidiaries and contractors, or our Users to any harm or liability of any type.
  - j. Impersonates any person or entity, including, but not limited to, a IV Lions official, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- 2) Use our Content to:
  - a. Develop a competing website.
  - b. Create compilations or derivative works as defined under United States copyright laws.





- c. Re-distribute it in any manner, including, but not limited to, sale, publish, display, license, lease, rental, subscription, or any other distribution mechanism.
- 3) Decompile, disassemble or reverse engineer our Website, Services, and any related software.
- 4) Use our Website or Services in any manner that violates this Agreement or any local, state, federal, or international laws.

### **Interstate and International Nature of Communications on IV Lions Network**

When you subscribe for the Services of IV Lions, you acknowledge that by using IV Lions Services to send electronic communications (including but not limited to email, search queries, sending messages to IV Lions blogs, and other internet activities) you will be causing communications to be sent through IV Lions' computer networks, portions of which are located in California and other locations in the United States and portions of which are located abroad, including in the United Kingdom. As a result, and also as a result of IV Lions' network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate and international communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this Agreement, you acknowledge that use of the service results in interstate and international transmissions.

### **International Use**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

### **Notice of Privacy Practices**

Please also visit IV Lions' Notice of Privacy Practices on our Website as it is considered part of this Agreement.

### **Unlawful Activity**

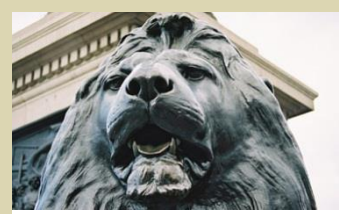
We reserve the right to investigate complaints or reported violations of this Agreement, including but not limited to, any defamatory comments made by you regarding IV Lions' Services and/or Website and to take any action we deem appropriate, including but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

### **Linking to Our Website**

You may provide links to our Website, provided that (a) you do not remove or obscure, by framing or otherwise, any portion of our Website, (b) your website does not engage in illegal or pornographic activities; and (c) you discontinue providing links to our Website immediately upon request by us.







### **Links to Other Websites**

Our Website may, from time to time, contain links to third party websites. These links are provided solely as a convenience to you. By linking to these websites, we do not create or have an affiliation with, or sponsor such third party websites. Inclusion of links for any website on our Website does not mean that we endorse, guarantee, warrant, or recommend the services, information, content and/or data of such third party websites. IV Lions has no control over the legal documents and privacy practices of third party websites; as such, you access any such third party websites at your own risk.

### **Indemnification**

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates, subsidiaries and contractors, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, arising from or growing out of either use of the Website or the Services rendered to you or in any way connected with use of the Website or the rendering of the Services.

### **Arbitration**

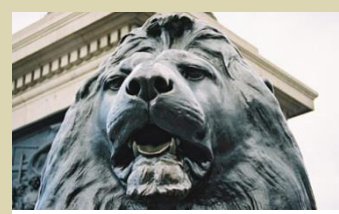
Any legal controversy or legal claim arising out of or relating to this Agreement and/or our Services, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, website operations, intellectual property, and our Services, shall be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

The arbitration shall be conducted in San Francisco, California, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or IV Lions may seek any interim or preliminary relief from a court of competent jurisdiction in San Francisco, California necessary to protect the rights or property of you and us pending the completion of arbitration. The party at fault shall bear the arbitration fees and costs.

### **General Terms**

This Agreement shall be treated as though it were executed and performed in San Francisco, California, and shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website or Services must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.





### **About This Website Terms of Use**

A legal template was used as the basis for this “Website Terms of Use”. Whilst we have amended the original template, we would like to acknowledge the following:

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[www.DisclaimerTemplate.com](http://www.DisclaimerTemplate.com)

