

Terms of Use

PLEASE READ OUR TERMS OF USE CAREFULLY BEFORE YOU USE OUR WEB SITE

QnA Inc. ("QnA" "we," or "us") provides its web site, located at [https://____] (together with all other websites, mobile applications and services operated by or on behalf of QnA, the "Site"), to you, an individual user ("you") for your individual usage, subject to compliance with the terms and conditions set forth herein. ⁱ

1. Agreement

By using the Site (including accessing the Site through any hyperlinks), you that you have read, you understand, and you agree to be bound by our Terms of Use (the "TOU"). If you do not agree to the terms and conditions contained in the TOU and [QnA's privacy policy](#), please do not access or otherwise use the Site or any information contained herein.

You affirm that you are over the age of 18, as the Site is not intended for children under 18. If it comes to QnA's attention through reliable means that a registered user is a child under 18 years of age, QnA will cancel that user's account. If you are not otherwise eligible to use the Site, or do not agree to the TOU, you do not have QnA's permission to use the Site.

Except for certain kinds of disputes described in Section __, such as disputes between QnA and consumers located in the EU and matters that may be taken to small claims court, you agree that disputes arising under these TOU will be resolved by binding, individual arbitration and BY ACCEPTING THESE TERMS, YOU AND QNA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this agreement. THE PARTIES' RESPECTIVE RIGHTS IN ANY SUCH DISPUTE WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY.

[Consider adding description of the Site/service]

2. Changes to the TOU

QnA may modify the Site at any time without prior notice, and you accept those modifications if you continue to use the Site. We reserve the right at any time to:

- Change the terms and conditions of the TOU;
- Change the Site, including changing, eliminating or discontinuing any Content or feature of the Site; or

- Impose fees, charges or other conditions for use of the Site or parts thereof (with reasonable notice).

QnA will have no liability for any change to the Site or any suspension or termination of any Content, feature or use of the Site. You should check the Site frequently to see recent changes. [TBD: consider adding link to updates]ⁱⁱ

3. Important Securities Disclaimer [consider consolidating with general disclaimers]

You understand that no content published on the Site constitutes a recommendation that any particular company, security, portfolio of securities, transaction or investment strategy is suitable for any specific person. You further understand that none of the posters, bloggers, information providers, app providers, or their affiliates are advising you personally concerning the nature, potential, value or suitability of any particular security, portfolio of securities, transaction, investment strategy or other matter. To the extent that any of the content published on the Site may be deemed to be investment advice or recommendations in connection with a particular security, such information is impersonal and not tailored to the investment needs of any specific person. You understand that an investment in any security is subject to a number of risks, and that discussions of any security published on the Site will not contain a list or description of relevant risk factors. In addition, please note that some of the stocks about which content is published on the Site have a low market capitalization and/or insufficient public float. Such stocks are subject to more risk than stocks of larger companies, including greater volatility, lower liquidity and less publicly available information. Blogs, postings or content on the Site may have an effect on related company stock prices.

You understand that, from time to time, the Site may contain statements, opinions, or information with regard to securities or companies that differ from those in other places, including other QnA blogs, platforms or products. QnA does not opine on securities or companies. Any views or opinions expressed should not be construed to be those of QnA as a whole.

[TBD: Confirm internal policies] [We require all employees to disclose every stock in which they, their immediate family, or any entity under their control, have a personal interest, if such stock is mentioned in a blog, post, or content which they write. However, you understand and agree that non-employees, including outside bloggers or other content contributors or their affiliates, may write about securities in which they or their firms have a position, that they may trade for their own account, and that they may or may not be subject to a disclosure policy. In cases where QnA becomes aware that one of its employees has violated his or her disclosure obligation, QnA will take appropriate action. In addition, outside bloggers, posters or content contributors may be subject to certain restrictions on trading for their own account. However, you understand and agree that at the time of any transaction that you make, one or more bloggers, posters or content contributors or their affiliates may have a position in the securities they write about.]

[TBD: Revise to conform to uses of performance data on QnA] [You understand that performance data is supplied by sources believed to be reliable, that the calculations on our Site are made using such data, and that such calculations are not guaranteed by these sources, the information providers, or any other person or entity, and may not be complete.]

[TBD: Propose to delete because QnA not a publisher of articles + opinions] [From time to time, reference may be made on our Site to prior articles and opinions we have published. These references may be selective, may reference only a portion of an article or opinion, and are likely not to be current. As markets change continuously, previously published information and data may not be current and should not be relied upon.]

All content on the Site is presented only as of the date published or indicated, and may be superseded by subsequent market or company events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

[Add disclaimer relevant to public company user responses]

4. No Investment Recommendations or Professional Advice [TBD: Confirm internal policies]

The content on the Site is being provided for information purposes only. The Site does not provide tax, legal, insurance, trading or investment advice, and nothing on the Site should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security by QnA or any third party. You alone are solely responsible for determining whether any investment, security, trade or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation and for evaluating the merits and risks associated with the use of the information on the Site before making any decisions based on such information or other content. You should consult an attorney or tax professional regarding your specific legal or tax situation.

[TBD whether past performance disclaimer is relevant] **[Past performance is no guarantee of future results. Therefore, you should not assume that the future performance of any specific investment or investment strategy will be profitable or equal to corresponding past performance levels.] Inherent in any investment is the potential for loss.** No recommendation or advice is being given as to whether any investment or transaction is suitable for a particular investor. It should not be assumed that any investments or transactions in securities, companies, sectors or markets identified and described were or will be profitable. QnA is not a fiduciary by virtue of any person's use of or access to the Site. QnA is not a licensed securities dealer, broker or US investment adviser or investment bank.

[Add EU/UK disclaimers and disclaimers for public company users]

5. Copyright, Linking Policy and Trademarksⁱⁱⁱ

The Site and the content contained herein, as well as all copyrights, including without limitation, the text, documents, articles, products, software, graphics, photos, sounds, videos, interactive features, services, links, User Submissions (as defined below), third-party apps, and any other content on the Site ("Content") and the trademarks, service marks and logos contained therein are the property of QnA and its third-party licensors or providers. You may access and use the Content, and download and/or print out copies of any content from the Site, solely for your personal, non-commercial use. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You acknowledge that you do not acquire any ownership rights by using the Site. QnA reserves all rights not expressly granted in and to the Site.

The Site contains links to other Internet websites and links to Content created by third parties which is published on the Site. We neither control nor endorse such other websites or Content, nor have we reviewed or approved any Content that appears on such other websites or on our Site. Please read the terms of use and privacy policy of any such third party sites that you interact with before you engage in any activity. You are solely responsible and liable for your use of and linking to all third party sites. You acknowledge and agree that we shall not be held responsible for the legality, accuracy, compliance or appropriateness of any Content, advertising, products, services, or information located on our Site or any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such Content. Similarly, while we endeavor to facilitate the provision of quality apps, we are not responsible for any loss or damages caused or alleged to have been caused by their use. Nothing in the TOU prevents or restricts you from accessing third party Content, websites or applications directly under license from such third party provider pursuant to its terms and conditions, unless otherwise specifically stated.

[TBD] [You may link to any Content on the Site.] If you are interested in reprinting, republishing or distributing content from QnA, please contact QnA to obtain written consent. QnA™ is a trademark and/or service mark of QnA or an affiliate. All other trademarks, service marks, and logos used on our web sites are the trademarks, service marks, or logos of their respective owners.

This section shall survive any termination of the TOU.

6. User Conduct

Prohibited Conduct. You may not use, copy, display, sell, license, de-compile, republish, upload, post, transmit, distribute, modify, circumvent intended processes, create derivative works or otherwise exploit Content from the Site to any other platform or medium or in any other manner, without our prior written permission. Use of the Content for any purpose other than your own personal, noncommercial use is a violation of the TOU, our copyright and other proprietary rights and can subject you to legal liability. If you are prohibited under applicable law from using the Site or ineligible to do so under the TOU, you may not use it.

In addition, in connection with your use of the Site and its services (including by sending private messages to other registered users of the Site via your QnA direct messaging account), you agree not to:

- Restrict or inhibit any other visitor from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Use the Site for any unlawful purpose;
- Use the Site to advertise, negotiate or solicit offers or sales of securities, futures or any other financial transactions or investment advice;
- Use or access another person's account without that person's express consent;
- Engage in any fraudulent activity including, without limitation, impersonating any Person or entity, or claiming a false affiliation or credential;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;
- Interfere with, disable, damage or alter the functioning or appearance of the Site, including, without limitation, the presentation of advertising, security-related features, reverse engineering or otherwise attempting to discover the source code of any portion of the Site (except to the extent that such activity is expressly permitted by applicable law), disseminating any virus, adware, spyware, worm, or other malicious code, or interfering with or disrupting any network equipment, or server connected to or used to provide the Site;
- "Frame" or "mirror" any part of the Site without our prior written authorization;
- Use any automated or manual system, process or device, including without limitation, any robot, spider, site search/retrieval application, to download, retrieve, index, "data mine", "scrape", "harvest" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents;
- Harvest or collect information about visitors to the Site without their express consent;

- Send unsolicited or unauthorized advertisements, spam, chain letters, etc to other users of the Site;
- Post any user Content that defames QnA or any third party, violates third party rights of any kind including, without limitation, any intellectual property rights, rights of publicity, confidentiality or privacy;
- Use the Site to encourage other persons to violate QnA or third party rights;
- Transmit any Content which contains software viruses, or other harmful computer code, files or programs;
- Assist or permit any person in engaging in any conduct described in this section.

You also agree to comply with all applicable laws, rules and regulations in connection with your use of the Site and the Content made available therein. In particular, and without limitation, we aim to prevent, detect and not knowingly facilitate money laundering and terrorism financing activities. You may not use the Site in a manner which violates our anti-money laundering, counter terrorist financing or similar regulatory obligations.

We reserve the right to close, suspend, or limit access to your Account and/or the Site in the event your use violates such obligations or if, after reasonable inquiry, we are unable to obtain information about you which is required to verify your identity. We may require you to provide additional information or documents to verify your identity, including your date of birth, physical address, taxpayer or other identification number, your physical address, government issued identification document or other information that will allow us to reasonably identify you.

Account Registration and Handling. To access some of the services of the Site, you will have to create an account. You [may][will] be required to provide QnA with some personal information, such as your name, phone number, email address, or other contact information. By creating this account you agree to the following:

- You may only maintain a single account;
- You may never share your account user name or password or knowingly provide or authorize access to your account (including without limitation a "Subscription", as defined below in Section 20);
- You may never use another user's account without permission;
- The account registration information you provide to QnA is accurate and that you will keep it accurate and up-to-date at all times;
- If you create a password for your account, you are solely responsible for maintaining the confidentiality of your account a password;
- You are solely responsible for the activity that occurs on your account, and you must keep your account password secure;

- If you believe your account is no longer secure, due to any breach of security, data loss, unauthorized use or other event, then you will notify us immediately at [support@QnA.com];
- If you access the Site through a third party service, application or website, you consent to the third party sharing information with QnA that is necessary or useful to register an account for you, including, without limitation, your name, phone number, email address or other personal information that facilitates access to the Site and its intended uses; [API?]
- You must maintain and promptly update your registration data to keep it true, accurate, current and complete.

You will be liable for any use made of your account or password and the losses of QnA or others due to such unauthorized use. We will not be liable for your losses caused by any unauthorized use of your account.

[QnA has the right to terminate your access to the Site, in whole or in part, in its sole discretion.]

7. User Generated Content ^{iv}

[Conform to actual uses] The Site permits users to submit Content including, without limitation, questions, comments, articles, links, private messages sent to other registered users through the Site's messaging system, and items in our [_____] and [_____] sections ("User Submissions") and the hosting, sharing and publishing of such User Submissions on the Site. QnA has the right in its sole discretion and without further notice to you, to monitor, censor, edit, move, delete, and/or remove any and all Content posted on its Site or any Content transmitted by direct messaging or by any other method to or from your QnA user account at any time and for any reason. Without limiting the foregoing, QnA has the right to delete any User Submission, in whole or in part, that it believes, in its sole discretion, does or may violate the TOU.

By contributing a User Submission, you represent and warrant that you are the creator and owner of the User Submission, or have the necessary licenses, rights, consents, and permissions to authorize QnA and users of the Site to use and distribute your User Submission as necessary or advisable to exercise licenses granted by you in this Section, in the manner contemplated by the TOU and the Site. If you are a registered or licensed financial services professional, you understand and agree that you are responsible for compliance with laws, rules, and regulations, and the policies of your employer, if any, applicable to your access and use of the Site and you represent and warrant that each User Submission contributed by you is in compliance with such laws, rules, regulations, and policies.

QnA reserves the right to remove any User Submission, in whole or in part, that violates one of the following principles, as determined by QnA, at our discretion:

- No incitement to hatred. Material that promotes hatred toward groups based on race or ethnic origin, religion, disability, gender, age, veteran status, or sexual orientation/gender identity will be removed.
- No pornography or pedophilia.
- No direct or veiled threats against any person or group of people.
- No copyright infringement. When you upload photos or other materials to our site, you should be sure to respect the copyright of others. Also, you should not remove any metadata found on such materials. We also recommend not to use photos that include people if you're not sure whether the subject signed a release or is the copyright holder.
- No plagiarism. This includes posting content verbatim from other sources without proper attribution and/or repurposing content from other sources and presenting it without reference to the content's creator.
- No publishing of private or personally identifiable information, such as account numbers, credit card numbers, Social Security Numbers, driver's license and other government ID numbers, email addresses [TBD (other than the address assigned to a user for purposes of communicating on the Site)], or phone numbers.
- No impersonation of others in a manner that is intended to or does mislead or confuse others.
- If a user has a business relationship [TBD: other than merely as a shareholder?] with a company named in a User Submission, that relationship must be fully and accurately disclosed.
- No use for unlawful purposes or for promotion of dangerous and illegal activities. Your account may be terminated and you may be reported to the appropriate authorities.
- No spamming, link-spamming or transmitting malware and viruses.
- No personal attacks.
- No profanity or vulgarity.
- No business solicitations or advertising.
- No inappropriate, unethical or misleading behavior, including statements in the form of allegations or that invoke or promote conspiracy theories.
- All posts must be in English.
- You will not cause QnA to violate any law or regulation.

Important note: QnA encourages civil, thought-provoking research and discovery among investors, stock-market followers and company issuers. In order to maintain a level of discourse appropriate for our user base, we are strongly opposed to trolling, uncivilized discussion, mudslinging, inappropriate language, and blanket dismissal of others' ideas.

When you contribute any User Submission on the Site, you agree to use tone and content that contribute in a positive and high quality manner to the substantive exchange of information and the subject matter of the Site. At our discretion, we may delete User Submissions, in whole or in part, and block/delete accounts of users we believe lower the level of discourse and courtesy we strive to maintain.

Moderating decisions are subjective, and we strive to make them carefully and consistently. Due to the volume of content, we do not commit to reviewing moderation decisions with users.

Our blogs and other Content are intended to serve as a discussion center for thoughtful market participants who engage with company executives for research purposes. They are not the place for stock touters, cheerleaders or hypesters. We strongly encourage all participants to consult with their own legal and compliance advisors with respect to Site usage to discover any regulations or company policies that may be implicated by User Submissions or other user conduct.

QnA editors, at their discretion, may refrain from posting or remove User Submissions that violate these standards or which are otherwise inappropriate. We cannot guarantee that User Submissions are materially truthful and accurate or free from material omissions, and we will not monitor the accuracy of names and positions or the content of any User Submissions. However, by setting out the above guidelines, we hope to foster credibility and professionalism by users of the Site.

If you have any comments on our policies, or complaints or concerns of any kind about any posts, please contact us at support@qna.com. We will review all the information that you communicate to us, but we may not be able to take action or respond directly to each email.

Licenses. When you contribute any User Submission on the Site, you automatically grant QnA a royalty-free, perpetual, worldwide, irrevocable, non-exclusive and fully transferable and sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any User Submission (in whole or in part) and/or to incorporate any of your User Submission in other works now or in the future and in any media formats and through any media channels, and you confirm and warrant to QnA that you own the copyright in each of your User Submissions and have all the rights, power and authority necessary to grant the above license and rights.

QnA will use commercially reasonable efforts to attribute material User Submissions to the contributing user.

If you provide any feedback or suggestions to QnA regarding the Site or QnA's services, including without limitation in response to a survey or in connection with a particular User Submission (collectively, "Feedback"), QnA may use such Feedback for any purpose,

including without limitation to provide it to authors on their dashboard. In order that we may incorporate such Feedback into QnA's Site and/or services, QnA alone will own all right, title and interest, including all related intellectual property rights, in and to all such Feedback and you hereby assign such rights in such Feedback to QnA free of charge.

Conflicts of Interest. [Subject to further review for relevance + redundancy] [When you contribute any User Submission, you also agree:

- To disclose the existence at the time of writing of a long or short position (including stocks, options or other instruments) in any stock mentioned in any User Submission (except for "Comments").
- You will not write about a stock with the intention to boost or reduce the stock's price and sell (or buy) the stock into the resulting strength or weakness.
- If you intend at the time or writing to sell or buy a stock within three days of publication of a User Submission that discusses that stock, you must disclose this intention.
- You will disclose any material relationships with companies whose stocks you write about in a User Submission or parties that stand to gain in any way from the viewpoint you are outlining. Examples: You must disclose if you are employed by a company whose stock you are writing about; perform consulting for a company you write about; receive paid advertising revenue or any other form of sponsorship fee from a company you write about. This applies to narrow asset classes as well.
- [If you choose an alias, be responsible for all statements made and acts or omissions that occur by use of your alias.] [TBD: will aliases be allowed?]
- Waive any and all rights against QnA and hold QnA harmless in connection with any claims relating to any action taken by QnA as part of its investigation of a suspected violation or result of its conclusion that a violation of the TOU has occurred, including but not limited to the removal of User Submission from the Site or a suspension or termination of your access to the Site.
- Maintain and promptly update your registration data to keep it true, accurate, current and complete.]

Prohibited Conduct. [You agree not to:

- Choose an alias that is threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically or otherwise or objectionable.
- Post or transmit any Content that you either know or should know is false, deceptive or misleading, or misrepresent or deceive others as to the source, accuracy, integrity or completeness of any comment you post.

- Post or transmit any Content that is unlawful, harmful or injurious to others, contains software viruses, or other harmful computer code, files or programs, threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically or otherwise tortious or objectionable.
- Post or transmit any Content that does or may invade the privacy or violate or infringe on any rights of others, including, without limitation, copyrights and other intellectual property rights.
- By use of your alias or in any comment, impersonate any person or entity, falsely or deceptively state, infer or otherwise misrepresent your affiliation with or connection to any person or entity.
- Post or transmit any Content which, either the act of posting or the comment itself, you do not have a right to do under any law, regulation or order of any court, or as a result of an employment, contractual, fiduciary or other legal obligation or relationship.
- Post or transmit any advertising, promotional materials, so called "chain letters," "pyramid" or other schemes or invitations to participate in these or any other form of solicitation or promotion.
- Post or transmit any non-public or otherwise restricted, confidential or proprietary information without authorization.
- Violate any local, state, national or international law, regulation or order of any court, including but not limited to regulations of the U.S. Securities and Exchange Commission or any rules of any US or non-US securities exchange or regulator, including without limitation, the New York Stock Exchange, the American Stock Exchange, The Nasdaq Stock Market, or FINRA.]

While we believe that the Site can and should be a positive environment for the exchange of information, you understand that the Site is open for posting to all users. Some individuals may post comments that may be offensive, indecent, objectionable, false, misleading or simply inappropriate.

8. Third Party Services and Linked Websites [API?]

QnA may provide tools through the Site that enable you to exchange (receive and export) information with third party services, including through features that allow you to link your account on the Site with an account on a third party services, such as _____. By using one of these tools, you agree that QnA may transfer that information to the designated third party service and that your use of an account linked with a third party service will also be subject to the terms and condition for that third party service. Third party services are not under our control and, to the fullest extent permitted by law, QnA is not responsible for any third party service's use of your exported information.

The Site may also contain links to third party websites. Linked websites are not under QnA's control and QnA is not responsible for their content.

9. [Eligibility] [TBD]

[example: The Site is intended solely for professional users from recognized financial institutions, institutional investment entities (including, without limitation, investment advisers, registered broker-dealers, trust banks, pension and other benefit plans, endowments, family offices, and charitable foundations) and public companies. A "professional user" is a person who accesses the services solely for use in connections with a commercial enterprise, business, or institutional investment related purpose and not for private personal use. Any registration, use or access to the Site by anyone that does not meet the definition of a professional user is unauthorized, unlicensed, and in violation of this Agreement. QnA may terminate your account, delete any content or information that you have posted on the Site and/or prohibit you from using or accessing the Site (or any portion or feature of the Site) for any reason, at any time, in its sole discretion, with or without notice, including without limitation, if it believes that you are not a professional user. QnA may also ask you to verify your information in investigating whether you qualify as a professional user.]

10. Responsibility for User Submission

Each individual who submits a User Submission, whether published on the Site or not, is solely responsible for her or his own acts, including the content, context or information in the User Submission he or she submits. This means that each individual, and not QnA, is entirely responsible for anything and everything she or he posts on the Site.

Except for the reasons set forth in [Section 7], QnA does not, and does not intend to, pre-screen any comments posted on its Site. QnA cannot and does not guarantee the accuracy, integrity or quality of anything that may appear on its Site. You understand that when using the Site you may be exposed to User Submissions from a variety of sources and that may be inaccurate, offensive, indecent or otherwise objectionable.

Unless required under applicable law, QnA does not control and does not have any obligation to monitor User Submissions, user practices using the Site, or third party Content. You acknowledge and agree that QnA reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Site for operational and other purposes. If at any time QnA chooses to monitor third party Content, User Submissions or uses, QnA still assumes no responsibility or liability for any loss or damage incurred as result of third party Content, User Submissions or uses.

11. Disclosure

We reserve the right to access, read, preserve, and disclose any User Submissions (whether published or not) or any other information we believe is reasonably necessary

to (a) comply with any applicable law, regulation, legal process, subpoena or governmental or regulatory request, (b) enforce these TOU, including investigation of potential violations of it, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, (e) provide for the efficient operation of the Site and QnA's contractual, operational, or governance commitments, or (f) protect the rights, property or safety of QnA, its users, yourself or the public.

12. Disclaimer of Warranties

THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, QNA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS, ADVERTISERS, AGENTS, INFORMATION PROVIDERS AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE SITE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES RELATING TO THE ORIGINALITY, ADEQUACY, ACCURACY, TIMELINESS, MERCHANTABILITY OR COMPLETENESS OF ANY INFORMATION ON OUR SITE.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

QNA AND ITS AFFILIATES, SUPPLIERS, AGENTS, SPONSORS, INFORMATION PROVIDERS AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE SITE DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF QNA OR ITS AFFILIATES, SUPPLIERS, AGENTS, MEMBERS, SPONSORS, INFORMATION PROVIDERS OR VISITORS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY.

13. Limitation of Liability

NEITHER QNA NOR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, ADVERTISERS, AGENTS, SPONSORS, INFORMATION PROVIDERS NOR ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE SITE ARE LIABLE FOR LOST PROFITS, LOST SAVINGS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY

ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR ANY CONTENT CONTAINED THEREIN, OR ANY PRODUCT OR SERVICE USED OR PURCHASED THROUGH QNA. SUCH LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, EVEN IF QNA, ITS INFORMATION PROVIDERS, OR ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF ANY PART OF THE SITE HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING IT. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO QNA FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO US BY YOU, IF ANY, FOR ACCESS TO THE SITE OR ANY SERVICES, DURING THE PREVIOUS SIX (6) MONTHS PRIOR TO BRINGING THE CLAIM. IN NO EVENT SHALL QNA, ITS INFORMATION PROVIDERS OR ANY THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF ANY OF THE GICS SERVICE (DEFINED BELOW), BE LIABLE TO YOU, OR ANY OTHER PERSON, FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR YOUR INABILITY TO USE THE GICS SERVICE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

14. Indemnification

As a condition of your use of the Site, you agree to indemnify, defend and hold us, our officers, directors, employees, agents, affiliates, representatives, service providers, and any other third party involved in or related to the making or compiling of the Site harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or connected with (a) your violation of the TOU; (b) your unauthorized use of, or misuse of, the Site, including omissions of material action or information; (c) your violation of the rights of any third party; or (d) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive the TOU and your use of the Site.

15. Term and Termination [TBD: consider untangling termination of accounts/use v. termination of agreement]

This agreement is effective beginning when you accept the TOU or first access or use the Site.

You understand and agree that QnA may, under certain circumstances and without prior notice to you, terminate your account or access to and use of the Site. Cause for such termination shall include, without limitation, (i) breaches or violations of the TOU or other agreements or guidelines, (ii) requests by law enforcement or other government or

regulatory authorities or (iii) repeat violators of third party copyrights or other intellectual property.

You may request termination of your account at any time by sending an email, with the subject line "Delete Account," to [support@QnA.com] with a request to delete the account and including the phone number associated with the account or such other identifying information as QnA may require.

Upon termination, your license rights will terminate and you must cease all use of the Site. Sections [_____14, 15,____] will survive termination.

16. Copyright Policy [TBD: Amend for DMCA compliance?] [TBD: provides protection from third party copyright infringement liability to ISPs that comply with "notice + takedown" and other terms of the Act including closing accts of repeat offenders]

QnA respects the intellectual property of others, and we ask our users to do the same. QnA may, in appropriate circumstances and at its discretion, terminate the account or access of users who infringe the intellectual property rights of others.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- 16.1: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 16.2: a description of the copyrighted work that you claim has been infringed, including the URL (web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- 16.3: a description of where the material that you claim is infringing is located on the Site, including the URL;
- 16.4: your address, telephone number, and email address;
- 16.5: a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 16.6: a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

QnA's Copyright Agent for Notice of claims of copyright infringement can be reached as follows:

- [By mail:
- By phone:
- By email: copyright@qna.com]

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

17. Additional Terms that Apply to QnA's iPhone® Mobile Application

By downloading QnA's mobile application on your iPhone® mobile device (the "Licensed Application"), your use of the Licensed Application is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Use, effective as of the date that you download the Licensed Application. In addition, you agree to the following terms:

- You acknowledge that this TOU is entered into by and between you and QnA exclusively and not with Apple, Inc. or its subsidiaries ("Apple").
- Any appearance of the word "Site" in the TOU is also intended, where appropriate, to include a reference to the Licensed Application.
- As between QnA and Apple, we are exclusively responsible for the Licensed Application and its content, unless specifically noted otherwise in the TOU,
- QnA grants you a nontransferable, nonexclusive, royalty-free, fully paid, worldwide license (without the right to sublicense) to install and use one copy of the Licensed Application, in executable object code format only, solely on your iPhone® mobile device.
- Except as required by applicable law, you acknowledge that neither QnA nor Apple are obligated to maintain or support the Licensed Application. Notwithstanding the foregoing, from time to time, we may provide updates or upgrades to the Licensed Application (each a "Revision"), but we are not under any obligation to do so. Such Revisions will be supplied according to QnA's then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the Licensed Application. All references herein to the Licensed Application shall include Revisions. This TOU shall govern any Revisions that replace or supplement the original Licensed Application unless the Revision is accompanied by a separate license agreement which will govern the Revision.
- Currently, we do not charge for your use of the Licensed Application, however, your use of the Licensed Application requires and utilizes internet connection or data access. To the extent that a third party service provider or carrier charges for your internet or data usage, you agree to be solely responsible for those charges.
- In the event of any failure of the Licensed Application to conform to any applicable warranty provided herein, you may notify Apple, and Apple will refund the purchase price, if any, for the Licensed Application to you. Furthermore, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities,

damages, costs or expenses attributable to any failure of the Licensed Application to conform to any warranty.

- To the extent that a claim is permitted pursuant to this TOU, QnA, and not Apple, is responsible for addressing your claims or those of any third party relating to the Licensed Application or your possession and/or use of the Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Similarly, if there is a third party claim that the Licensed Application or Your possession and use of the Licensed Application infringes a third party's intellectual property rights, QnA, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple is an intended third-party beneficiary of this Section 17, Additional Terms. You acknowledge that Apple will have the right (and will be deemed to have accepted the right) to enforce any of the terms or conditions of this Section 17 against you as a third-party beneficiary of this Section 17.

18. Additional Terms that Apply to S&P Services

- Neither S&P Global Market Intelligence LLC, S&P Global Inc., or any of S&P Global Inc.'s subsidiaries (collectively, "S&P") or its affiliates nor any of their suppliers shall have any liability for the accuracy or completeness of the Market Intelligence Consensus Estimates, Premium Financials/Fundamentals, ETF Classifications and Market Intelligence Data Ownership (collectively, the "S&P Services") furnished through the Site, or for delays, interruptions or omissions therein nor for any lost profits, indirect, special or consequential damages.
- The S&P Services are not investment advice and a reference to a particular investment or security, a credit rating or any observation concerning a security or investment provided in the S&P Services is not a recommendation to buy, sell or hold such investment or security or make any other investment decisions.
- S&P, their affiliates or their suppliers have exclusive proprietary rights in the S&P Services and any information and software received in connection therewith.
- You shall not use or permit anyone to use the S&P Services for any unlawful or unauthorized purpose.
- The S&P Services are being provided for your internal use only and you are not authorized or permitted to distribute or otherwise furnish such information or software to any third-party without prior written approval of S&P.

- Access to the S&P Services is subject to termination in the event that the corresponding agreement between QnA and S&P terminates for any reason.
- In the event that you use any portion of the S&P Services in breach of the TOU, S&P may enforce its rights against you as the third-party beneficiary of the TOU, even though S&P is not a party to the TOU.

19. Additional Terms that Apply to Global Industry Classification Standard Service

- You agree not to redistribute the Global Industry Classification Standard Service (the "GICS Service") in any form or manner to any third party. Use of the GICS Service shall only be by you or your employees and solely for internal business purposes or personal, non-commercial use, as permitted in our agreement with S&P.
- You agree not to use or permit anyone else to use the GICS Service to create any securities products or indices based on the GICS Service or any portion thereof.
- You agree to treat the GICS Service as proprietary to MSCI, Inc. ("MSCI") and S&P, and/or their affiliates, and/or their third-party providers. You acknowledge that MSCI and S&P, and/or their affiliates, and/or their third-party providers are the sole and exclusive owners of the GICS Service (including all trade secrets, copyrights, trademarks and other intellectual property rights in or to the GICS Service).
- You will not, other than as expressly permitted in our agreement with S&P: (i) alter, modify or adapt any component of the GICS Service, including, but not limited to, translating, decompiling, disassembling, reverse engineering or creating derivative works; or (ii) use the GICS Service to verify the accuracy of other data or to correct such other data; or (iii) resell or otherwise transfer or make the GICS Service, or any part or component thereof, available to any other person or organization (including, without limitation, your present and future parents, subsidiaries or affiliates) directly or indirectly, for any of the foregoing or for any other use, including, without limitation, by loan, rental, service bureau, external time sharing or similar arrangement.
- You shall acknowledge that (i) S&P or MSCI may, in its sole and absolute discretion and at any time, terminate your right to receive and/or use the GICS Service; and (ii) provision of the GICS Service is subject to termination in the event that the relevant agreement between QnA and S&P is terminated in accordance with its terms.
- You acknowledge that S&P or MSCI as a third-party beneficiary of the TOU, entitled to enforce all provisions relating to the GICS Service.

20. Additional Terms that Apply to QnA Paid Subscriptions

- By subscribing to QnA subscription products (the "Subscription"), you agree to pay the applicable Subscription fees set forth on the Site. QnA reserves the right to revise Subscription fees upon reasonable notice.
- We remind you that all the rules applicable to setting up an account under Section 6 above (entitled, "User Conduct") apply to your Subscriptions.

- Unless we notify you in writing otherwise, you are not permitted to share Content available through your Subscriptions.
- Unless stated otherwise in writing, Subscription fees are nonrefundable. You may cancel purchases of QnA products or complimentary services by updating your preferences in your Subscription Settings page, by contacting us by email at subscriptions@qna.com, or by another designated cancellation method.
- During any free trial portion of a QnA subscription, you may cancel your trial subscription at any time (and not be billed) by notifying us as provided in the paragraph immediately above. **You must cancel your trial subscription no later than one (1) day before the free trial period expires in order to avoid conversion to a paid subscription.**
- For subscription products offering a *limited 30-day money back guarantee*, **you must cancel your subscription no later than one (1) day before the 30-day limited money back guarantee period expires in order to receive a refund for the remaining 11 months of your subscription.**
- When your initial paid subscription commences (which occurs at the expiration of your free trial, or if you are not receiving a free trial, upon your registration for a subscription) your payment account will be billed the applicable subscription fee and your paid subscription will commence. Once your initial paid subscription commences, we do not provide refunds for initial orders or recurring payments.
- QnA reserves the right to cancel a Subscription at any time. If we cancel a Subscription due to a breach of these Terms of Use you will not be eligible for any refund.
- You may download the S&P Services to a desktop/computing device used solely for your individual use and not for any centralized, interdepartmental or shared use.
- Once downloaded to your computing device, the S&P Services must remain on such computing device and may not be uploaded, copied or transferred to, or stored or managed in, any other desktop/computing device, including that of another user of the Site, or any device, directory, database or other repository that is shared or can be accessed by others (e.g. the download functionality may not be used to populate master security databases).
- You may download the S&P Services only as a convenience in connection with your use of the Site and not as an alternative to obtaining the S&P Services from and/or pursuant to an agreement with S&P.

21. Disclaimers and Limitation of Liability

Disclaimers. QnA is not a registered broker, broker-dealer, market maker, investment bank, investment adviser, analyst, agent bank, or underwriter in the United States or the equivalent status in any other jurisdiction. QnA does not sell or offer to sell any securities or other investment products and none of the information contained in the Site

constitutes a recommendation, solicitation or offer to buy or sell any securities, futures, options, or other financial instruments or provide any investment advice or service.

QnA shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Site; the accuracy of any information provided via the Site and the accuracy of the transcription or transmission of any information from the original information or source document; nor for any trading or investment decisions based on such information. The Site and all Content available through the Site are provided on an “as is” and “as available” basis. QnA disclaims all warranties of any kind, whether express or implied, other than those implied by law, relating to the Site and all Content available through the Site, including, without limitation: (a) any implied warranty of merchantability, fitness for a particular purpose, title, quiet enjoyment, or non-infringement; and (b) any warranty arising out of course of dealing, usage, or trade, in each case to the fullest extent not prohibited by applicable law. QnA does not warrant that the Site or any portion of the Site, or any Content, will be uninterrupted, secure, or free of errors, viruses, or other harmful components, and QnA does not warrant that any of those issues, if arising, will be corrected.

No advice or information, whether oral or written, obtained by you from the Site, QnA or its affiliates, or any Content will create any warranty by QnA or its affiliates that is not expressly stated in the TOU. QnA is not responsible for any damage, harm or loss that may result from the Site and your dealing with any other user of the Site. You understand and agree that you use any portion of the Site at your own discretion and risk, and that we are not responsible for any damage, harm or loss to your property, including your computer system or mobile devices, or any loss of data, including User Submissions.

QnA makes no representations or warranties about any availability or legality of the use of the Site in any jurisdiction where such use would not be permitted.

The limitations, exclusions and disclaimers in this Section apply to the fullest extent not prohibited by law. These terms do not affect the legal guarantee of conformity for goods that consumers located in the EU benefit from.

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Limitation of Liability.

To the fullest extent not prohibited by law, in no event will QnA or its affiliates be liable to you for any indirect, incidental, special, consequential or punitive damages (including for loss of profits, goodwill, or any other intangible loss) arising out of or in connection with your access to or use of, or your inability to access or use, the Site or any Content on the Site, whether based on warranty, contract, tort, statute, fraud, misrepresentation, or any

other legal theory, and whether or not QnA or its affiliate has been informed of the possibility of damage.

Except as provided in Section [Arbitration] and to the fullest extent not prohibited by law, the aggregate liability of QnA and its affiliates to you for all claims arising out of or in connection with your access to or use of, or your inability to access or use, the Site or any Content on the Site, or otherwise under the TOU, whether based on warranty, contract, tort, statute, fraud, misrepresentation, or any other legal theory, is limited to US\$100.

Each provision of the TOU that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under the TOU. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of the TOU. The limitation in this Section 21 will apply even if any limited remedy fails of its essential purpose. Nothing in the TOU affects your legal rights as a consumer located in the EU.

22. Dispute Resolution and Arbitration

Generally. In the interest of resolving disputes between you and QnA in the most expedient and cost effective manner, and except as described in this Section 22, you and QnA agree that every dispute arising in connection with these TOU will be resolved by binding arbitration, unless you are a consumer located in the EU. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in warranty, contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND SAY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions. Despite the provisions of Section 22 above, nothing in these TOU will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Arbitrator. Any arbitration between you and QnA will be settled under the US Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting QnA. The arbitrator has exclusive authority to resolve

any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("Notice of Arbitration"). QnA's address for Notice is: ATTN: Legal, [_____. NY, NY ____]. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or QnA may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or QnA must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.^v

Fees. If you commence arbitration in accordance with these Terms, QnA will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in New York, New York, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in US Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse QnA for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

No Class Actions. You and QnA agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and QnA agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Modifications to this Arbitration Provision. If QnA makes any future change to this arbitration provision, other than a change to QnA's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to QnA's

address for Notice of Arbitration, in which case your account with QnA will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

Enforceability. If the limitation on class actions in this Section 22 is found to be unenforceable or if the entirety of this Section 22 is found to be unenforceable, then the entirety of this Section 22 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section [] will govern any action arising out of or related to these Terms.^{vi}

23. [Additional Terms for Marketplace and Advisory services promoted by QnA] [TBD: is there any aspect of QnA Site that should adopt this type of disclaimer? Unlike Seeking Alpha, QnA is not a recommendations site]

[Although we obtain information contained in our marketing promotions from sources we believe to be reliable, we cannot guarantee its accuracy. The opinions expressed in the promotions are those of QnA, its editors, marketers and contributors, and may change without notice. Any views or opinions expressed in the promotion may not reflect those of the firm as a whole. The information in the promotion may become outdated and we have no obligation to update it. The information in the promotion is not intended to constitute individual investment advice and is not designed to meet your personal financial situation. It is provided for information purposes only and nothing herein constitutes investment, legal, accounting or tax advice, or a recommendation to buy, sell or hold a security. Furthermore, the marketing promotions of Marketplace and Advisory services are not recommendations to follow the investment research or trade ideas suggested by the authors of the services. No recommendation or advice is being given as to whether any investment is suitable for a particular investor or a group of investors. It should not be assumed that any investments in securities, companies, sectors or markets identified and described were or will be profitable. We strongly advise you to discuss your investment options with your financial adviser prior to making any investments, including whether any investment is suitable for your specific needs.

The information provided in our promotions is private, privileged, and confidential information, licensed for your sole individual use as a subscriber. QnA reserves all rights to the content of these services. Forwarding, copying, disseminating, or distributing the content in the Marketplace/Advisory service in whole or in part, including substantial quotation of any portion the publication or any release of specific investment recommendations, is strictly prohibited.]

24. Miscellaneous

Legal Usage. The Site is directed solely to individuals residing in jurisdictions in which provision of the Site's Content and utility is legal. We make no representation that Content or uses provided on the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at

their own risk, and are responsible for compliance with local laws, if and to the extent applicable. We reserve the right to limit the availability of the Site to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide.

Entire Agreement. The TOU, together with all QnA policies referred to herein, constitutes the entire agreement between you and QnA relating to your use of the Site and supersedes and any all prior or contemporaneous written or oral agreements on that subject between us.

Choice of Law. The TOU, privacy policy and the relationship between you and QnA are governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflict of laws. You and QnA agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within New York County, New York, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. If you are a consumer in the EU, jurisdiction of the New York courts will be non-exclusive.

Privacy Policy. Please read the QnA Privacy Policy carefully for information relating to our collection, use, storage, handling and disclosure of your personal information. The QnA Privacy Policy is incorporated by reference and made a part of these TOU.

Severability. If any provision of the TOU is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the TOU and shall not affect the validity and enforceability of any remaining provisions.

Waiver. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. No forbearance, acceptance or rejection of any remedy shall constitute affect the availability of that remedy in the future. Failure to require performance of any provision of the TOU or other published terms or policies will not affect our right to require performance at any other time after that.

Headings. Each heading, caption or section title contained in the TOU is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

Electronic Communications and E-Signature. By using the Site, you consent to receiving certain electronic communications from us as further described in the QnA Privacy Policy. Please read the Privacy Policy to learn more about our electronic communications practices. [Add consent to e-sign as and if relevant] We reserve the right to require you to sign a non-electronic version of the TOU.

Contact Information. The Site is offered by QnA Inc. You may contact us by emailing [hello@qna.com]. We are under no obligation to provide support for the Site. In instances

where we may offer support, the support will be subject to these TOU and other published policies.

[International Use. The Site is intended for users located in the United States. Additional terms and policies may apply to users who access the Site from the EEA and the Swiss Confederation. We make no representation that the Site is appropriate or available for use outside of the jurisdictions cited in this paragraph. Access to the Site from countries or territories or by individuals where such access is illegal is prohibited.]

Updated: August __, 2024

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ⁱ Note this model does not refer to company subscribers / individual users affiliated with them. WeConvene and other models use that distinction. Based on DC preference for individual users a la LinkedIn.

ⁱⁱ Other models, like SAY, require acceptance for material modifications and that non-material modifications are effective upon publication. Or even requiring written agreement for some changes.

ⁱⁱⁱ SAY gives users copyright on their submissions and grants users limited revocable license to use the Service (not sure why that was necessary). The license restrictions there are good but can be included here under prohibited conduct

^{iv} SAY 8.2.2 provides for User to license (worldwide, royalty free) user content to SAY, because they also provide that User has the copyright to user content

^v SAY terms conclude as follows but this makes no sense to me so I have omitted: If the arbitrator awards you an amount higher than the last written settlement amount offered by Say in settlement of the dispute prior to the award, Say will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.

^{vi} Entirety of dispute resolution section 22 would benefit from review by litigator