

## TERMS OF USE

### Acceptance of the Terms

The following terms and conditions, (these "Terms") are entered into by and between you and Daylight Advisors, Inc. ("Daylight," "Company," "we," "us" or "our"). These Terms govern your access to and use of our website, [www.daylightadvisors.com](http://www.daylightadvisors.com) (the "Site") along with any other products or services offered by us, whether through the Site or otherwise (collectively and together with the Site, the "Services").

By accessing, browsing or otherwise using the Services or by clicking to accept or agree to the Terms when this option is made available to you, you (1) acknowledge that you have read and understood these Terms, (2) represent and warrant that you meet all of our eligibility requirements for using the Services as described in these Terms, and (3) accept and agree to be bound by these Terms, including any other terms applicable to the Services that are incorporated herein by reference. If you are using the Services on behalf of an entity, you are agreeing to these Terms for that entity and are representing to us that you have the authority to bind that entity to these Terms (in which case "you" will refer to that entity). If you do not accept these Terms or do not satisfy the eligibility requirements set forth below, you may not access or use the Services.

In addition to these Terms, your use of any Services may also be subject to specific terms applicable to a particular Service ("Additional Terms"). To the extent Daylight Advisors, Inc. have agreed to in connection with any Services, the Additional Terms shall govern with respect to the conflict.

### Privacy Policy

Your use of, and participation in, the Services offered by the Company is subject to the terms set forth in our privacy policy located at [www.daylightadvisors.com](http://www.daylightadvisors.com) (the "Privacy Policy"). Our Privacy Policy details how we collect and use your information.

### Changes to the Terms of Use

We reserve the right to update and revise these Terms at any time. Any such changes will be posted with the revision date and are effective immediately. Changes will apply to all access to and use of the Services thereafter, and continued use of the Services constitutes acceptance of the revised Terms.

### Access to Services

By accessing the Services, you warrant that:

- (i) You are legally capable of entering into binding contracts;
- (ii) All registration information you submit is truthful and accurate;
- (iii) You will maintain the accuracy of such information; and
- (iv) Your use of the Services does not violate any applicable law or regulation.

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## Account Registration

To access our Services, you may be required to register with the Site and create a user account ("Account"). If you create an Account, you are solely responsible for any activity that occurs through your Account. To provide you the best possible service, you agree to provide us with complete, accurate, and updated information for your Account at all times. You agree that all information that you submit upon creation of your Account is accurate and truthful and you have the right to post the content on the Service and grant a license to Daylight. If any information is incorrect or outdated, Daylight will not be responsible for any errors or delays caused as a result.

You should not share your Account information. You should not use another person's Account or registration information for the Services without permission. Similarly, no one else should be able to use your Account without permission. You are solely responsible for keeping your Account and Account password secure and for any consequence resulting from your failure to do so. You should never publish, distribute, or post login information for your Account.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms. You can always delete your Account by emailing us at [info@daylightadvisors.com](mailto:info@daylightadvisors.com).

## Payment Processor; Third Party Service Provider

In the course of your use of the Services, third party payment service providers may receive and implement updated bank or credit card information from your bank or credit card issuer in order to prevent your payment or subscription from being interrupted by outdated or invalid card or account information. This disbursement of the updated financial account information is provided to third party payment service providers at the sole election of your bank or credit card issuer. Your bank or credit card issuer may give you the right to opt-out of the update service. Should you desire to do so, please contact your bank or credit card issuer.

Our obligation to provide the Services only comes into being when we take receipt of your purchase of the Services. Prices may include local taxes. You agree not to hold us responsible for charges incurred due to payments on your account. You agree that you are not permitted to resell any Services for commercial purposes.

## Payment Cancellation

All purchases are non-refundable. You may cancel your subscription at any time by contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid subscription term.

If you are unsatisfied with our Services, please email us at [info@daylightadvisors.com](mailto:info@daylightadvisors.com).

## Changing Fees and Charges

We may at any time and from time to time, in our sole discretion, change the fees and

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charges, or add new fees and charges, in relation to any of the Services. We may also at any time and from time to time, in our sole discretion, change or remove any of the pricing models in place.

## **Cancellations by Daylight**

We may suspend or terminate your use of the Services as a result of your fraud or breach of any obligation under these Terms. Such termination or suspension may be immediate and without notice. A breach of these Terms includes, without limitation, the unauthorized copying or download of content from the Services.

## **Eligibility; User Restrictions**

We only permit individuals who are at least 18 years old, or the age of majority in your province, territory or country, and who can form legally binding contracts with us to use the Services.

You can only use or receive the Services to the extent the laws of your jurisdiction do not bar you from doing so. You are solely responsible for ensuring compliance with the rules, regulations, and laws of your specific jurisdiction, including the specific laws of your jurisdiction regarding the import, export, or re-export of the Services.

Your use of the Services means you represent and warrant that you meet all eligibility requirements we outline in these Terms. We may still refuse access or use the Services. We may also change our eligibility criteria.

## **Use of the Services**

We may from time to time in our sole discretion develop and provide updates to the Services, change the Services, restrict access to the Services (including to registered users) or withdraw or terminate the Services entirely, and we reserve the right to do so in our sole discretion without notice. Any such updates or changes will be deemed part of the Services and subject to all terms and conditions of these Terms. We will not be liable to you or any third party for any modification, suspension or discontinuance of the Services. In the event of modification or termination, you will still be bound by your obligations under these Terms, including the warranties made by you, and by the disclaimers and limitations of liability.

You may only use the Services as explicitly authorized and in compliance with any policies made available to you within the Services. You may not use such proprietary information or materials in any way whatsoever except for permitted use of the Services.

## **Restrictions**

- If you download, copy or print a copy of any materials in use of the Services ("Content") for your own personal use, you must retain all trademark, copyright and other proprietary notices contained in and on the materials.
- You may not create, recreate, distribute or advertise an index of any Content unless

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authorized by us in writing.

- You shall not either directly or through the use of any device, software, Internet site, web-based service or other means, copy, download, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transfer, rent, sub-license, frame, transmit or retransmit Content except as permitted in these Terms.
- The Services and Content are only for your personal use. You shall not access or use the Service or our Content in any commercial or competitive capacity, or for the purpose of building any collection or database of content or services, whether or not paid or unpaid, for profit or not for profit. Content covered by these restrictions include without limitation any text, graphics, layout, interfaces, logos, photographs, audio and video material and stills.
- You are strictly prohibited from creating derivative works or materials that otherwise are derived from or based on Content in any way, unless it is expressly permitted by Daylight in writing. This prohibition applies even if you intend to give away the derivative materials free of charge.
- You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract any content or other information.
- You may not decompile, reverse engineer or disassemble any software or other products or processes accessible through the Site.
- If you make any statements while accessing or using the Services, do not express or imply endorsement by Daylight.
- You may not take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our or our third party providers' infrastructure.
- Interference or attempts to interfere with the proper working of the Services, including bypassing or circumventing or attempting to bypass or circumvent any measures we may use to prevent or restrict access to the services, or any activities conducted on the Services, is strictly prohibited.
- Access or use the Services for any illegal or unauthorized purpose, including to harass, abuse, defame or otherwise infringe or violate the rights of any other party is strictly prohibited.
- You shall not take any other action not explicitly stated in violation of these Terms.

## **Internet**

You also acknowledge and agree that your use of the Services requires Internet access and bandwidth and we do not own or control all aspects through which the Services are provided and cannot guarantee the performance of such facilities, equipment and communications lines. The Internet is not a secure network and third parties may be able to intercept, accept, use or corrupt the information you transmit or receive over the Internet. We are not responsible for invalid, erroneous or corrupted data.

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## Links to Third Party Websites

We may provide links to third party websites or services for you to access. You acknowledge that any access is at your sole discretion and for your information only. We do not review or endorse any of those websites or services. We are not responsible in any way for: (a) the availability of, (b) the privacy practices of, (c) the content, advertising, products, goods or other materials or resources on or available from, or (d) the use to which others make of these other websites and services. We are also not responsible for any damage, loss or offense caused or alleged to be caused by, or in connection with, the use of or reliance on such websites or services.

## Intellectual Property

Except as otherwise expressly granted to you in these Terms, we reserve and retain all right, title and interest in the Services, including without limitation, all technology and processes, enhancements or modifications thereto, trademarks, service marks, site design, text, video, graphics, logos, images and icons, as well as the arrangement thereof. You acknowledge that the Services contain proprietary content, information and material protected by applicable intellectual property and other laws, including but not limited to copyright and trademark laws, and you agree that, except with our prior written consent or as explicitly provided in these Terms, using the Services does not (1) give you any ownership of any intellectual property rights in our Services or (2) grant you the right to display, modify, reproduce, distribute, create derivative works of, download, store, transmit or otherwise use any of our intellectual property. Any unauthorized use of any content or materials on the Services is strictly prohibited and violates copyright, trademark, and/or other intellectual property laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes.

Content from Daylight not explicitly indicated as downloadable may not be downloaded or copied from the Services. You may not otherwise download, display, copy, reproduce, distribute, modify, perform, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials in the Services. If you make other use of the Services, or the content, code, data or materials thereon, except as otherwise provided, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use.

You may not access or use for any commercial purposes any part of the Site or any services or materials available through the Site. You acknowledge and agree that you do not acquire any ownership interest in the Services under these Terms, or any other rights thereto other than to use the Services in accordance with the license granted. Appropriate legal action may be taken for any illegal or unauthorized use of the Services.

To inquire about obtaining authorization to use the materials or content other than as permitted in these Terms, please contact us at [info@daylightadvisors.com](mailto:info@daylightadvisors.com).

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## User Content Submission

We may provide you with the ability to post certain content, information, text, chat, referral, materials or interactions and communications through the Site and Services ("User Content"). With respect to User Content you submit or otherwise make available in connection with your use of the Services, you hereby grant us a fully transferable, sub-licensable, worldwide, perpetual, royalty-free and exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such User Content. You agree to abide by laws regarding copyright and other intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any claims of infringement of third party rights caused by any User Content you provide or transmit, or that is provided or transmitted using your User Account.

To the extent that you provide User Content, you represent and warrant that:

- You own or have all necessary rights, licenses, authorizations and/or clearances to provide and use User Content and permit us to use such User Content as provided above;
- Such User Content is accurate, current and reasonably complete;
- You will maintain and update the User Content to keep it accurate, current and reasonably complete;
- You have fully complied with any third-party licenses relating to User Content;
- As between you and us, you shall be solely responsible for any payment of any third party fees related to the provision and use of such User Content;
- Such User Content does not and will not infringe, misappropriate or violate our or any third party rights (including without limitation privacy, publicity, intellectual property and any other proprietary rights, such as copyright, trademark and patent rights) or constitute a fraudulent statement, misrepresentation or unfair business practice;
- You will not post or submit User Content that (i) is defamatory, damaging, disruptive, unlawful, inappropriate, offensive, inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, excessively violent, harassing, or otherwise objectionable; (ii) incites, encourages or threatens immediate physical harm against another, including but not limited to, User Content that promotes racism, bigotry, sexism, religious intolerance or harm against any group or individual; or (iii) contains materials that solicit personal information from anyone or exploit anyone in a sexual or violent manner;
- You will not post User Content that contains advertisements or solicits any person to buy or sell products or services (other than our Services);
- You will not post or submit User Content that constitutes, contains, installs or attempts to install or promote spyware, malware or other computer code, whether on our or others' computers or equipment, designed to enable you or others to gather information about or monitor the on-line or other activities of another party;



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- You will not transmit chain letter, bulk or junk email or interfere with, disrupt or create an undue burden on this Site or the networks or Services connected to this Site, including without limitation, hacking into this Site, or using the system to send unsolicited or commercial emails, bulletins, comments or other communications; and
  - You will not impersonate any other person or entity, use the Services to cheat, provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity.

We may also provide you with the ability to upload, chat, text or send information to us regarding the Site or related Services ("Feedback"). By submitting the Feedback through any means (whether through the Site or through any direct communication), you acknowledge that your Feedback is submitted on a non-confidential basis (notwithstanding any indication to the contrary in any accompanying communication), and you hereby grant us a sub-licensable, transferable, worldwide, fully paid-up, royalty-free, perpetual, irrevocable license to use, disclose, reproduce, distribute, sublicense, prepare derivative works of, publicly perform, publicly display, and transmit any such submission and to make, have made, sell and have sold products based upon the Feedback, and otherwise exploit the Feedback in any manner, without payment or attribution.

## **Availability of the Services**

Although we aim to offer you the best service possible, we make no promise that the Services will meet your requirements and we cannot guarantee that the Services will be fault free. If a fault occurs in our Services, please report it to us at [info@daylightadvisors.com](mailto:info@daylightadvisors.com) and we will review your complaint and, where we determine it appropriate to do so, correct the fault. We will not be liable to you if the Services are unavailable from time to time.

Your access to the Services may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or Services. We will restore the Services as soon as we reasonably can.

## **Third Party Materials and Content**

You understand that the Services may display, include, or make available content, data, information, applications or materials from third parties or provide links to certain third party web sites ("Third Party Materials"). In consideration for Daylight Advisors, Inc. allowing you to use the Services, you agree that we, our affiliates, and third party partners may place advertising on the Services.

You acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials. We expressly disclaim any responsibility for all aspects of the Third Party Materials and you further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in

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connection with use of or reliance on any content, goods or services in connection with any Third Party Materials.

Use of any third party trademarks or third party content on or in connection with the Services does not constitute affiliation with or endorsement of these third parties. Nothing in these Terms grants you any license to third party trademarks or content, which shall remain the property of their respective owners.

## **Warranty Disclaimers; Limitation of Liability**

THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES OR ANY CONTENT ON THE SERVICES, WHETHER PROVIDED OR OWNED BY THE COMPANY OR BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES AND THE COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT ANY OF THE SERVICES OR ANY CONTENT AVAILABLE THROUGH ANY OF THE SERVICES IS ACCURATE, COMPLETE, AVAILABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR DEFECTS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

IN NO EVENT WHATSOEVER SHALL THE COMPANY, ITS AFFILIATES, OR SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, INCLUDING BUT NOT LIMITED TO LOSS OF SALES, PROFIT, REVENUE, GOODWILL, OR DOWNTIME, (ARISING UNDER TORT, CONTRACT, OR OTHER LAW) REGARDLESS OF SUCH PARTY'S NEGLIGENCE OR WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND AGREE THAT THE DOWNLOAD OF ANY MATERIALS IN CONNECTION WITH THE SERVICES IS DONE AT YOUR DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR UPLOAD OF ANY MATERIAL. COMPANY NEITHER ASSUMES, NOR DOES IT AUTHORIZE ANY OTHER PERSON TO ASSUME ON ITS BEHALF, ANY OTHER LIABILITY IN CONNECTION WITH THE PROVISION OF THE SERVICES. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS, COMPANY IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF ANY SERVICES, COMPANY'S LIABILITY SHALL IN NO EVENT EXCEED THE GREATER



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OF (1) THE TOTAL OF ANY FEES PAID BY YOU TO COMPANY IN THE SIX (6) MONTHS PRIOR TO THE DATE THE CLAIM IS ASSERTED FOR ANY OF THE SERVICES OR FEATURE RELEVANT TO THE CLAIM, OR (2) US\$500.00.

THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY ARE MADE TO THE FULLEST EXTENT PERMITTED BY LAW.

## **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Services or your use of any information obtained through use of the Services.

## **Governing Law**

The laws of the state of Delaware will govern these Terms and the relationship between you and the Company as if you signed these Terms in Delaware, without regard to Delaware state's conflicts of laws rules. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded and/or modified only to the extent such provisions are inconsistent. The parties agree to submit to the federal or state courts in Delaware for exclusive jurisdiction of any dispute arising out of or related to your use of the Services or your breach of these Terms.

## **Arbitration**

At our sole discretion, we may require you to submit any disputes arising from these Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association. The arbitration shall be seated in Delaware.

## **Severability**

If it turns out that any part of these Terms is invalid, void, or for any reason unenforceable, that term will be deemed severable and limited or eliminated to the minimum extent necessary. The limitation or elimination of the term will not affect any other terms.

## **Entire Agreement**

These Terms constitute the entire agreement between you and the Company and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written with respect to these Services. Any rights not expressly granted herein are reserved.

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## **Force Majeure**

We take our commitment to customers seriously, and we'll do what we can for you. However, sometimes things may come up that are outside of our control. We will not be liable for any failure to perform any of our obligations stated in these Terms if the failure results from a cause beyond our reasonable control, including—without limitation—mechanical, electronic or communications failure or degradation, strikes or other labor disputes (whether or not relating to our workforce), restraints or delays affecting carriers, or our inability or delay in obtaining supplies of adequate or suitable materials.

## **Assignment**

You cannot assign, transfer or sublicense these Terms without first obtaining our consent. We may assign, transfer, or delegate any of our rights and obligations without consent. These Terms do not create any agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other in any respect.

## **Waiver**

If we do not enforce any part of these Terms, it does not mean we give up the right to later enforce that or any other part of these Terms. In order for any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

## **Comments, Concerns and Complaints**

All feedback, comments, requests for technical support and other communications relating to the Services should be directed to: [info@daylightadvisors.com](mailto:info@daylightadvisors.com). Complaints will be handled under the terms of Daylight's [Dispute Resolution Policy](#).