

## **North Capital Web Portal Terms of Use and Access Agreement**

### **1. Terms related to your use of the North Capital Web Portal**

Your use of the North Capital Web Portal, including web sites, content, products, software and services (referred to collectively as "the North Capital Web Portal" or "the Web Portal" in this document and excluding any services provided to you under any separate written agreement) is subject to the terms of a legal agreement (referred to as the "Web Portal Access Agreement" or the "Agreement") between you and North Capital, Inc., a Nevada Corporation (referred to as "North Capital" or the "Company"). This document sets out the terms of the Agreement.

Unless otherwise agreed in writing, your agreement with North Capital will always include, at a minimum, the terms and conditions set out in this document. Your agreement also will include the terms of any Legal Notices applicable to the Web Portal, in addition to the Terms outlined herein. Any such Legal Notices will be accessible for you to read either within, or through your use of, the Web Portal.

The Web Portal Access Agreement, together with the additional Legal Notices, form a legally binding agreement between you and the Company in relation to your use of the North Capital Web Portal. It is important that you take the time to read all of the documents carefully. Collectively, this legal agreement is referred to herein as the "Terms."

If there is any contradiction between what the Legal Notices say and what the Web Portal Access Agreement says, then the Legal Notices shall take precedence in relation to that part of the Web Portal.

The North Capital Web Portal may include links to other web sites or services provided by unaffiliated third parties. If you choose to access such web sites or services via the Web Portal, then your use of the North Capital Web Portal requires you to accept the terms related to the other services. You are encouraged to carefully review these terms and conditions before using the North Capital Web Portal.

### **2. Accepting the Terms**

In order to use the North Capital Web Portal, you must first agree to the Terms of Use. You may not use the North Capital Web Portal if you do not accept the Terms and you must discontinue the use of the Web Portal if you do not continue to accept the Terms. You accept the Terms by actually using the Web Portal. You understand and agree that your first use of the North Capital Web Portal will be treated as acceptance of the Terms from that point forward.

You may not use the Web Portal and may not accept the Terms if you are not of legal age to form a binding contract with North Capital, or if you are a person barred from

receiving access to the Web Portal under the laws of the United States or other countries including the country in which you are resident or from which you use the Web Portal, or if you have been denied the use of the Web Portal.

You are encouraged to save a local copy of this Agreement and the additional Legal Notices for your records.

### **3. Provision of the Web Portal**

You acknowledge and agree that Affiliates of North Capital, including subsidiaries, parent companies, companies under common control with North Capital, and / or companies with whom North Capital has contracted, may provide the Web Portal to you, that the form and substance of the Web Portal provided to you may change from time to time without prior notice to you, and that North Capital may stop (permanently or temporarily) providing the Web Portal (or any features within the Web Portal) to users generally or you specifically at the Company's sole discretion, without prior notice.

You acknowledge and agree that if North Capital disables access to your Web Portal account, you may be prevented from accessing the Web Portal, your account details or any files or other content that is contained in your account.

There is no service-level agreement (an "SLA") with the North Capital Web Portal. You acknowledge and agree that the Web Portal may not be available from time to time due to maintenance or service or network disruptions, and by your use of the Web Portal you agree to hold harmless the Company for any such service interruptions.

### **4. Use of the North Capital Web Portal by you**

In order to access the Web Portal, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Web Portal, or as part of your continued use of the Web Portal.

You agree that any registration information you provide will always be accurate, correct and up to date. You agree to use the Web Portal only for purposes that are permitted by (a) the Terms and (b) any applicable law or regulation in the relevant jurisdiction (including any laws regarding the export of data or software to and from the United States or other relevant countries).

You agree not to access (or attempt to access) the Web Portal by any means other than through the interface that is provided by North Capital unless you have been specifically allowed to do so in a separate agreement with the Company. You specifically agree not to access (or attempt to access) any element of the Web Portal through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present in the root directory of the Web Portal.

You agree that you will not engage in any activity that interferes with or disrupts the Web Portal (or the servers and networks that host the Web Portal or that are connected with any elements thereof). Unless you have been specifically permitted to do so in a separate agreement with the Company, you agree that you will not reproduce, duplicate, copy, sell, trade or resell any of the elements or content of the Web Portal for any purpose. You agree that you are solely responsible for (and that the Company has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage that the Company may suffer) of any such breach.

## **5. Your passwords and account security**

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the North Capital Web Portal. Accordingly, you agree that you will be solely responsible for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify the Company promptly.

## **6. Privacy and your personal information**

For information about North Capital's data protection practices, please refer to the Privacy Policy, which explains how your information will be treated and your privacy will be protected when you use the Web Portal.

You agree to the use of your data in accordance with the the North Capital Privacy Policy and the privacy policies related to other services provided as a part of the North Capital Web Portal. You are encouraged to review these policies prior to using the North Capital Web Portal. You acknowledge that North Capital is not responsible for the privacy or security of any information that you provide to third parties via the Web Portal.

## **7. Content in the Web Portal**

You understand that all information (such as data files, written text, publications, images) that you may have access to as part of, or through your use of, the Web Portal are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content."

You should be aware that Content presented to you as part of the Web Portal may be protected by intellectual property rights that are owned by providers of that Content (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by the Company or by the owners of that Content, in a separate agreement.

You agree that you are solely responsible for (and that North Capital has no responsibility for) any Content that you create, transmit or display while using the Web Portal and for the consequences of your actions (including any loss or damage that the Company may suffer) by doing so.

## **8. North Capital's rights**

You recognize and agree that the Company or its licensors own certain legal right, title and interest in and to the Web Portal, including any intellectual property rights that subsist in the Web Portal (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Web Portal may contain information that is designated confidential by the Company or its licensors and that you shall not disclose such information without the Company's prior written consent.

Unless you have agreed otherwise in writing with the Company, nothing in the Terms gives you a right to use any of the Company's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features. Other than the limited license set forth in Section 10, the Company acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Web Portal, including any intellectual property rights that subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing, you agree that you are responsible for protecting and enforcing those rights and that the Company has no obligation to do so on your behalf.

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Web Portal. Unless you have been expressly authorized to do so in writing, you agree that in using the Web Portal, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **9. Your license to use the North Capital Web Portal**

The Company gives you a personal, worldwide, non-assignable and non-exclusive license to use the Web Portal provided to you by North Capital and its licensors. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Web Portal, in the manner permitted by the Terms.

You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Web Portal or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by the Company, in writing.

Unless the Company has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Web Portal, grant a security interest in or over your rights to use the Web Portal, or otherwise transfer any part of your rights to use the Web Portal.

Certain software utilized by the Company may be licensed by the Company under the GNU General Public License or other public licenses. Nothing in this provision shall be construed as abrogating any rights of anyone to use software that has been used by North Capital under such public license.

## **10. Software updates**

North Capital may offer proprietary software in conjunction with the Web Portal, and it is possible that such Software may automatically download and install updates from time to time. These updates are designed to improve, enhance and further develop the Web Portal and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit the Company or its designee to deliver these to you) as part of your use of the Web Portal.

## **11. Terminating your use of the Web Portal**

The Terms will continue to apply until terminated by either you or the Company as set out below. If you want to terminate your legal agreement to use the Web Portal, you may do so by notifying the Company in writing. The Company may at any time, terminate its legal agreement with you if:

You have breached any provision of the Terms (or have acted in a manner that clearly shows that you do not intend, or are unable, to comply with the provisions of the Terms); or the Company is required to do so by law (for example, where the provision of the Web Portal to you is, or becomes, unlawful); or any partner or affiliate with whom North Capital offered the Web Portal to you has terminated its relationship with the Company or ceased to offer elements of the Web Portal to you; or the provision of the Web Portal to you by the Company is, in the Company's sole opinion, no longer commercially viable.

Nothing in this Section shall affect the Company's rights regarding provision of the Web Portal under Section 4 of the Terms.

When these Terms come to an end, all of the legal rights, obligations and liabilities that you and the Company have benefited from, been subject to (or which have accrued over the duration of the contract) or which are expressed to continue indefinitely, shall not be affected by this cessation, and the provisions of paragraph 16 shall continue to apply to such rights, obligations and liabilities indefinitely.

## **12. EXCLUSION OF WARRANTIES**

NOTHING IN THESE TERMS, INCLUDING THIS SECTION 12 AND SECTION 13, SHALL EXCLUDE OR LIMIT THE COMPANY'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND NORTH CAPITAL'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEB PORTAL IS AT YOUR SOLE RISK AND THAT THE WEB PORTAL IS PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, NORTH CAPITAL, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- YOUR USE OF THE WEB PORTAL WILL MEET YOUR REQUIREMENTS;
- YOUR USE OF THE WEB PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
- ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE WEB PORTAL WILL BE ACCURATE OR RELIABLE;
- DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE WEB PORTAL WILL BE CORRECTED.
- ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEB PORTAL IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NORTH CAPITAL OR THROUGH OR FROM THE WEB PORTAL SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

NORTH CAPITAL FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### **13. LIMITATION OF LIABILITY**

SUBJECT TO OVERALL PROVISION IN PARAGRAPH 12 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT NORTH CAPITAL, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(1) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEB PORTAL;

(2) ANY CHANGES THAT NORTH CAPITAL MAY MAKE TO THE WEB PORTAL, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE WEB PORTAL (OR ANY FEATURES WITHIN IT);

(3) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE WEB PORTAL;

(4) YOUR FAILURE TO PROVIDE NORTH CAPITAL WITH ACCURATE ACCOUNT INFORMATION;

(5) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

THE LIMITATIONS ON NORTH CAPITAL'S LIABILITY TO YOU SHALL APPLY WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

#### **14. Other content**

The Web Portal includes hyperlinks and embedded frames linked to other web sites, content and resources. North Capital may have no control over any web sites, content or resources that are provided by companies or persons other than North Capital.

You acknowledge and agree that North Capital is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

You acknowledge and agree that North Capital is not liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

#### **15. Changes to the Terms**

North Capital may make changes to these Terms from time to time. When these changes are made, any new or revised Terms will be made available to you from within, or through, the Web Portal. You understand and agree that if you use the Web Portal after the date on which the Terms have changed, North Capital will treat your use as acceptance of the updated Terms. Notwithstanding the foregoing, if there are material changes to the Terms, North Capital will obtain your consent prior to your use of the Web Portal under the new Terms.

#### **16. General legal terms**

Sometimes when you use the Web Portal, you may (as a result of, or through your use of the Web Portal) use a service, download a piece of software, or purchase goods that are provided by another person or company.

Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

The Terms constitute the whole legal agreement between you and North Capital and govern your use of the North Capital Web Portal (but excluding any services that the Company or its affiliates may provide to you under a separate written agreement), and completely replace any prior agreements between you and North Capital in relation to the Web Portal.

You agree that North Capital may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Web Portal.

You agree that if North Capital does not exercise or enforce any legal right or remedy that is contained in the Terms (or that the Company has the benefit of under any applicable law), this will not be taken to be a formal waiver of North Capital's rights and that those rights or remedies will still be available to the Company.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be severed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

You acknowledge and agree that each company that is a subsidiary or affiliate of North Capital shall be a third-party beneficiary to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms that confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third-party beneficiaries to the Terms.

The Terms, and your relationship with North Capital under the Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and North Capital agree to submit to the exclusive jurisdiction of the courts located within the county of San Francisco, California to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that North Capital shall still be allowed to apply for preliminary injunctive relief (or an equivalent type of urgent legal relief) in any jurisdiction.