



TERMS OF USE

This Site is owned and operated by Gilder Gagnon Howe & Co. LLC (“GGCH,” “we,” “us,” or “our”). Your access to and use of this Site is subject to the following terms of use (“Terms of Use”) and our Privacy Policy, which is incorporated herein and made a part hereof by this reference (collectively, the “Agreement”).

BY ACCESSING AND USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THE TERMS, YOU MAY NOT ACCESS OR USE THE SITE.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

ELIGIBILITY

The Site is available for individuals aged 13 years or older. If you are 13 or older, but under the age of majority in your jurisdiction, you should review these Terms with your parent or guardian to make sure that you and your parent or guardian understands it. We reserve the right, in our sole and absolute discretion, to deny you access to the Site or any portion thereof, without notice and without reason.

GUIDELINES

This Site is for your personal, non-commercial use only. By accessing and/or using the Site, you hereby agree to comply with the following guidelines:

- You will not use the Site for any unlawful purpose;
- You will access the Site solely for your personal, non-commercial use;
- You will not access or use the Site to collect any market research for a competing businesses;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

- You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Site;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Site;
- You will not circumvent, remove, alter, deactivate, degrade, or thwart any of the protections in the Site;
- You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Site, directly or indirectly, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will not interfere with or attempt to interrupt the proper operation of the Site through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Site through hacking, password or data mining, or any other means.

INTELLECTUAL PROPERTY

The Site is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, GGHC and its licensors exclusively own all right, title, and interest in and to the Site, including all associated intellectual property rights. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Site.

You may view all content on the Site (the “Content”) for your own personal, non-commercial use and not for any other use, including any commercial use, without the prior written consent of GGHC. We, and our licensors, retain all right, title, and interest, including all intellectual property rights, in and to the Content. You may not sell, transfer, assign, license,

sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website, social media page, or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of these Terms, your permission to access the Site automatically terminates and you must immediately destroy any copies you have made of the Site.

The trademarks, service marks, and logos of GGHC (the "GGHC Trademarks") used and displayed on the Site are registered and unregistered trademarks or service marks of GGHC. Other company, product, and service names located on or through the Site may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with GGHC Trademarks, the "Trademarks"). Nothing on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any website is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of GGHC Trademarks inures to our benefit.

Elements of the Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

WARRANTY DISCLAIMER; LIMIT OF LIABILITY

THE SITE, AND ALL CONTENT AND OTHER INFORMATION ON OR ACCESSIBLE FROM OR THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY OR ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GGHC DOES NOT WARRANT THAT: (1) THE INFORMATION ON THE SITE IS CORRECT, ACCURATE OR RELIABLE; (2) THE FUNCTIONS CONTAINED ON THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (3) DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKE THEM AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR

INABILITY TO ACCESS AND USE THE SITE OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES, NOT ATTRIBUTABLE TO PERSONAL INJURIES, THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE SITE OR THE CONTENT SHALL BE LIMITED TO ONE HUNDRED UNITED STATES DOLLARS (US \$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

EXTERNAL SITES

The Site may contain links to External Sites including, but not limited to, the Wealthscape site. These links are provided solely as a convenience to you. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

INDEMNIFICATION

You will indemnify, defend, and hold GGHC, its affiliates, and our and their respective shareholders, members, officers, directors, employees, agents, and representatives (collectively, "GGHC Indemnitees") harmless from and against any and all damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees incurred by any GGHC Indemnitee in connection with a third-party claim, action, or proceeding (each, a "Claim") arising from (i) your use of the Site or related services in violation of these Terms; (ii) any product that you purchase as a direct or indirect result of your use of the Site; or (iii) your gross negligence or willful misconduct; provided, however, that the foregoing obligations shall be subject to our: (i) promptly notifying you of the Claim; (ii) providing you, at your expense, with reasonable cooperation in the defense of the Claim; and (iii) providing you with sole control over the defense and negotiations for a settlement or compromise.

COMPLIANCE WITH APPLICABLE LAWS

The Site is based in the United States. We make no claims concerning whether the Site may be viewed or be appropriate for use outside of the United States. If you access the Site from outside of the United States, you do so at your own risk. Whether inside or outside of the United

States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate the Agreement and your access to all or any part of the Site, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Site at any time without prior notice or liability.

BINDING ARBITRATION

In the event of a dispute arising under or relating to the Agreement or the Site (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the Borough of Manhattan, New York City, New York, USA. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth below, nothing in these Terms will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms. We may, without waiving any other remedies under the Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York, Borough of Manhattan for purposes of any such action by us.

CONTROLLING LAW: EXCLUSIVE FORUM

The Terms and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions.

CHANGES TO THESE TERMS

These Terms are effective as of the date stated at the top of these Terms of Use. We may change these Terms from time to time. Any such changes will be posted on the Site. By accessing the Site after we make any such changes to these Terms, you are deemed to have accepted such changes. Please refer back to these Terms on a regular basis.

MISCELLANEOUS

Termination of this Agreement shall not affect the validity of the following provisions, which shall remain in full force and effect: Intellectual Property, Warranty Disclaimer; Limit of Liability, Indemnification, Compliance with Applicable Laws, Termination of the Agreement, Controlling Law, Exclusive Forum, and Miscellaneous.

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in the Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or

subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

Copyright 2019 GGHC, Inc. All rights reserved.