

INVESTOR UNDERGROUND®

Terms of Use, Agreement, and Rules

Welcome to the INVESTOR UNDERGROUND® Website.

This AGREEMENT is made and entered into by INVESTOR UNDERGROUND, LLC (“Investor Underground”) with offices at 6101 West Courtyard Drive, Bldg 2, Suite 100, Austin, Texas 78730 and you (hereinafter, “You”, as further defined below), and it governs your access, use, and participation in the contents of the website known as www.InvestorUnderground.com. (hereinafter the “Website”). You may not use the INVESTOR UNDERGROUND® Website unless you have read, understood, and agreed to the following Terms of Use, Agreement, Rules, Privacy Policy, and Data Policy. This Agreement is a binding contract. Consult your attorney before signing if you do not understand any of this Agreement. You hereby agree this Agreement constitutes a “clickwrap agreement” (and not a “browserwrap agreement”) as that term has been explained in federal common law. *E.g., Nguyen v. Barnes & Noble, Inc.*, 763 F.3d 1171 (9th Cir. 2014); *Zaltz v. JDATE*, 952 F. Supp. 2d 439, 451-52, (E.D.N.Y. 2013) (enforcing forum selection clause in a clickwrap agreement). You also acknowledge you have taken affirmative action to enter into this Agreement by clicking on the box, which in turn indicates consent as well as actual and constructive knowledge of this Agreement. By clicking the box indicating your consent, you also agree you are bound by the terms of this Agreement, and that it is admissible in court by virtue of the fact you have clicked the button indicating your agreement, even in the absence of an actual signature by you.

DEFINITIONS AND USAGE

Definitions - For purposes of this Agreement, the following terms shall have the meanings set forth below.

Agreement: Includes all Terms of Use, Terms, and Rules found in this document, as well as the Investor Underground Privacy and Data Policy.

Website: The entire contents found at the URL: www.InvestorUnderground.com

You Your, Yours: Anyone who accesses and uses the Investor Underground® Website, including but not limited to persons. No one is allowed to access or use the Website unless they click on the box indicating they agree to these Terms of Use, Agreement, and Rules.

Your Contribution: All data You submit, contribute, or input in the INVESTOR UNDERGROUND® Website, including, but not limited to, text, photographs, images, and other materials, in any form now known or hereafter discovered.

We, Us: Investor Underground, LLC, its owners, officers, directors, employees, agents, or representatives

INVESTOR UNDERGROUND®’s OBLIGATIONS

Subject to this Terms of Use, Agreement, and Rules, INVESTOR UNDERGROUND® shall provide one unique user identification designation (ID) and password to You to obtain access to the INVESTOR UNDERGROUND® Website. INVESTOR UNDERGROUND® may require you to change your

password at any time. The user ID and password will provide You access to approved content, data, and functions permissible within the Website and in alignment with the subscription level for which You have paid. INVESTOR UNDERGROUND® makes no warranties, guarantees, nor takes ownership or responsibility, with regards to the unlimited availability, accuracy of submitted content, or mis-use of information contained in the Website.

YOUR ACKNOWLEDGMENTS

Modifications to service. INVESTOR UNDERGROUND® may, but is not required to, modify the Website, including removing content and/or making additional information available, and/or adding or removing system functionality. Certain products and/or services made available in conjunction with the Website may be subject to agreements other than this Agreement and may require payment of additional fees.

EDITORIAL CONTROL. INVESTOR UNDERGROUND® is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the content posted to the Website by its users and/or subscribers. However, INVESTOR UNDERGROUND® may take any steps necessary in its judgment, including deleting Your Contribution or portions thereof, to avoid or remedy any violation of law, breach of the INVESTOR UNDERGROUND® Rules or infringement of intellectual property rights.

DISCLOSURE TO THIRD PARTIES. Subject to the Privacy Policy, INVESTOR UNDERGROUND® reserves the right to distribute to third parties certain information about You, including your name, business address, phone number, and/or email address. INVESTOR UNDERGROUND® reserves the right to distribute to third parties aggregated information about You.

YOUR OBLIGATIONS

USE LIMITED. By agreeing to this Agreement, You also hereby agree to comply with the INVESTOR UNDERGROUND® Rules. You shall not copy, create derivative works of, distribute, perform, or display any content taken from the Website or any part of it without signed written consent of an authorized representative of INVESTOR UNDERGROUND®. Any violation of the Rules will result in termination of this Agreement and Your account without a refund, and may result in You being blocked from re-joining as a subscriber.

CONFIDENTIALITY. You shall maintain the confidentiality of Your user ID and password. You shall not provide or share Your ID or password with any third party or facilitate such sharing among other users.

YOUR CONTRIBUTION. When making any post to the Website, You warrant and certify the information submitted complies with the INVESTOR UNDERGROUND® Rules in all respects, including with regard to (a) required data fields; (b) format of submission; (c) permitted and required listing types; and (d) procedures for submission. You further warrant Your Contribution does not infringe or violate any patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third party; and there is no claim, litigation, or proceeding pending or threatened with respect to Your Contribution.

SUBSCRIPTION(S). When You become a paying subscriber of the Website, You authorize INVESTOR UNDERGROUND® to automatically charge recurring payments for periodic charges until either you either suspend or cancel the recurring payments in Your account. Payment for all accrued sums are due either on or before the payment due date. The subscription and entitling payment requirement will continue unless and until You suspend or cancel Your subscription or We terminate it. You must suspend or cancel Your Subscription Service before it renews in order to avoid billing of the next periodic

subscription fee to Your account. We will bill the periodic subscription fee to the payment method You provide to Us during registration (or to a different payment method if You change Your payment information). INVESTOR UNDERGROUND® may change the subscription fee for any subsequent subscription period but will provide You advance notice of any increase before it applies. You may suspend or cancel a Subscription Service by contacting Us at: info@investorunderground.com or through the settings button in Your profile.

AUTOMATIC RENEWAL. Your subscription will renew automatically, unless You suspend or cancel Your subscription. You must suspend or cancel Your subscription before the calendar day on which it is scheduled to renew (the day of the month You are scheduled to be charged) to avoid billing of the subscription fees for the renewal term to Your registered payment method. Additionally, We may opt to terminate Your subscription for a violation of this Agreement.

OBJECTIVES. This Agreement is intended to protect all users of this Website as well as INVESTOR UNDERGROUND®. **DO NOT USE THIS WEBSITE IF YOU DO NOT AGREE WITH THIS AGREEMENT.** INVESTOR UNDERGROUND® reserves the right to modify or update this Agreement or any features of the Website at any time. This Website includes links to other third party websites and/or content that may or may not be affiliated with this Website or with INVESTOR UNDERGROUND®. Your use of these linked third party websites and/or content is not governed by this Agreement, and INVESTOR UNDERGROUND® disclaims all responsibility for Your access to and use of such linked third party websites and/or content.

NOT OFFERING LEGAL OR INVESTMENT ADVICE. INVESTOR UNDERGROUND® DOES NOT AND IS NOT INTENDED TO PROVIDE FINANCIAL, INVESTMENT, OR LEGAL ADVICE. INVESTOR UNDERGROUND® IS NOT A LICENSED financial consultant or a law firm. INVESTOR UNDERGROUND® provides only opinions, information, and a platform on which other people offer investment opportunities and opinions. INVESTOR UNDERGROUND® does not represent Your legal or financial interests in any way.

PRIVACY. User ID, password information, and/or other information about You that You may submit or provide to INVESTOR UNDERGROUND® through this Website is subject to INVESTOR UNDERGROUND®'s Privacy Policy (<http://www.INVESTORUNDERGROUND.com/privacy/>). For more information about INVESTOR UNDERGROUND®'s use and protection of Your information, please review INVESTOR UNDERGROUND®'s Privacy Policy. Information and communications posted on this Website may be produced in response to demands by governmental authorities and private litigants in accordance with applicable legal principles.

YOUR RESPONSIBILITIES. You agree You will not use this Website for any purpose that is unlawful, illegal or prohibited by this Agreement, including, and without limitation to, the sending and posting of any threatening, harassing, libelous, defamatory, obscene, inflammatory, sexually oriented or profane material, content or images, or any other content that might be considered vulgar, violent, or otherwise offensive. If You violate any of this Agreement, Your permission to use this Website will be immediately terminated without the necessity of any notice. INVESTOR UNDERGROUND® retains the right to deny access to this Website to anyone for any reason, including for violation of this Agreement.

You are responsible for the content and accuracy of the information You submit to or through this Website and any information or data generated by this Website as a result of Your use of or access to this Website. You warrant and represent any information You post to the Website is accurate, honest, truthful, current, and complete. You agree You are solely responsible for (and INVESTOR UNDERGROUND® has no responsibility to You or to any third party for) any information You submit

to or through this Website and any information or data generated by this Website that You create, transmit, or display while using the Website, and for the consequences of Your actions (including any loss or damage which INVESTOR UNDERGROUND® may suffer) by doing so.

You shall keep user identification designations, confirmation numbers, and passwords in confidence, and you agree not to distribute or disclose the same to third parties. It is Your responsibility to immediately alter Your password upon Your belief the password may be subject to theft, unauthorized use or access, or a breach of confidentiality.

USE OF THIS WEBSITE. All content on this Website, including, but not limited to, text, images, graphics, data, and audio/video clips is the property of INVESTOR UNDERGROUND® and is protected by copyrights, trademarks, or other intellectual property rights. Unless other rights are expressly granted by INVESTOR UNDERGROUND®, content on this Website is solely for Your personal and non-commercial use. For example, You may not copy or rebroadcast live stream or recorded events or other copyrighted materials accessed through the Website or use such content in any person's or firm's marketing or advertising materials without the signed, written permission of INVESTOR UNDERGROUND® and/or without citing INVESTOR UNDERGROUND® as the source, and You will not post anyone's advertisements on this Website except with written permission from INVESTOR UNDERGROUND®. You agree to abide by all additional copyright notices or restrictions contained in or with any content.

INFORMATION POSTED TO THIS WEBSITE. INVESTOR UNDERGROUND® does not monitor the information You post to publicly or privately accessible areas of the Website, but We reserve the right to remove objectionable content if notified by one of our users. If INVESTOR UNDERGROUND® provides comments, posts, message boards, discussion forums, or blogs on this Website, You agree to use these features only for personal purposes and You will not post commercial advertisements in the online communities, forums, or article posts. INVESTOR UNDERGROUND reserves the right, without obligation, to edit, delete, move, or remove messages it deems abusive, defamatory, obscene, infringing in violation of laws, in violation of this Agreement, or otherwise unacceptable to INVESTOR UNDERGROUND® in its sole and subjective discretion – if notified by one of our users of the objectionable nature of the content. We reserve the right to deny access to this Website or any service provided via this Website to anyone who violates this Terms of Use, Agreement, and/or Rules, or who, in our judgment, interferes with the ability of others to enjoy this Website or infringes the rights of others. You acknowledge we have this right under federal statutory and common law, and cannot be held liable simply for exercising this right. *See* 47 U.S.C. 230 (c)(2)(A); and *Klayman v. Zuckerberg*, 753 F.3d 1354 (D.C. Circuit 2014).

You agree to indemnify and hold INVESTOR UNDERGROUND®, its subsidiaries, affiliates, officers, directors, representatives, volunteers, and/or employees harmless from any claim, demand or cause of action, for any manner of actual, threatened or claimed loss, damage, cost or expense, including but not limited to costs of court and attorneys' fees, made by any person, firm, entity or governmental agency or body, due to or arising from content You submit, post, transmit, or make available through the Website or otherwise from Your use of an INVESTOR UNDERGROUND® online community or forum.

PASSWORD AND SECURITY. You are responsible for maintaining the confidentiality of Your INVESTORUNDERGROUND.com password and account information, and are fully responsible for all activities that occur under Your password or account. You agree to a) immediately notify INVESTOR UNDERGROUND® of any unauthorized use of Your password or account or any other breach of security, and b) ensure that You exit from your account at the end of each user session.

LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT INVESTOR UNDERGROUND®, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, IN ANY WAY RELATED TO YOUR USE OF THIS WEBSITE . 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; (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU IN ANY WAY RELATED TO YOUR USE OF THIS WEBSITE OR SERVICES PROVIDED BY INVESTOR UNDERGROUND. YOU EXPRESSLY UNDERSTAND AND AGREE YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THE WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE”.

INTELLECTUAL PROPERTY

CERTIFICATION OF OWNERSHIP. By agreeing to these Terms of Use, you hereby swear under penalty of perjury that You either own the copyrights related to your post or you have a signed, written licensing agreement to use, post, distribute, and display all the content you post to the Website, including but not limited to text, photographs, graphic images, audio/visual clips, and/or advertisements. You also agree to indemnify and hold harmless INVESTOR UNDERGROUND®, its affiliates, owners, members, managers, officers, directors, employees, agents, and/or representatives from any and all liability, claims, causes of action, direct and consequential damages, settlements, and/or arbitration awards arising out of or related to anything you post on the INEVESTOR UNDERGROUND® Website .

ASSIGNMENT OF COPYRIGHTS. You hereby unconditionally assign to INVESTOR UNDERGROUND® all right, title and interest to any text, photos, or images you post to the Website, including, without limitation, any copyrights therein under U.S. and international copyright law. You also warrant You have or will have the authority to make this assignment at the time Your Contribution is entered into the INVESTOR UNDERGROUND® Website. You also warrant you have authority to make this unconditional assignment. You acknowledge that once You have made this assignment, all copyrights in all portions of Your Contribution, whether submitted prior to or after executing this Agreement, shall irrevocably vest in INVESTOR UNDERGROUND®. You make this assignment by clicking on this clickwrap agreement or by simply uploading Your Contribution to the Website .

OPTIONAL LICENSE. In the alternative, You hereby grant INVESTOR UNDERGROUND® an irrevocable, non-exclusive, perpetual, world-wide, transferable, royalty-free license to reproduce, prepare derivate works of, distribute, display, perform, and license (including sublicenses through multiple tiers) any content You post to the INVESTOR UNDERGROUND® Website. The license You are granting to INVESTOR UNDERGROUND® constitutes an “evergreen” right which permits INVESTOR UNDERGROUND® to use of any content You upload to the Website without any time restriction on and/or in connection with the operation, marketing, and/or promotion of the Website or its authorized licensees. You also warrant You have the authority to make this assignment of license.

You hereby acknowledge INVESTOR UNDERGROUND® will employ no efforts whatsoever to detect or hinder third parties from using Your Contribution without Your permission, and INVESTOR UNDERGROUND® will make no effort to secure for You the right to use copyrighted works created by Subscribers, users, or third parties.

LACK OF CONTROL. You hereby agree INVESTOR UNDERGROUND® does not exercise control over the content, material, photos, images, or text uploaded by its users, downloaded, transmitted by its users, or stored on its Website. In that sense, You agree INVESTOR UNDERGROUND® is merely a “passive host” and a “neutral operator” of its Website by which third parties can post information of their own independent choosing online as explained by federal common law related to copyright infringement. See *VHT Inc., v. Zillow Group, Inc.*, 918 F.3d 723 (9th Cir. 2019); and *Small Justice LLC v. Xcentric Ventures, LLC* 873 F.3d 313 (1st Cir. 2017).

DMCA. Claims of Copyright Infringement. INVESTOR UNDERGROUND® respects the intellectual property rights of others, and asks everyone using the Website to do the same. Anyone who believes their work has been reproduced on the Website in a way that constitutes copyright infringement may notify the INVESTOR UNDERGROUND®’s copyright agent in accordance with Title 17, United States Code, Section 512(c)(2), by providing the following information:

- a. Identification of the copyrighted work you claim has been infringed;
- b. Identification of the material you claim is infringing and needs to be removed, including a description of where it is located on the Website so the copyright agent can locate it;
- c. Your address, telephone number, and, if available, e-mail address, so the copyright agent may contact you about your complaint; and
- d. A signed statement the above information is accurate; you have a good faith belief the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Notices of copyright infringement claims should be sent as follows:

By certified mail:

INVESTOR UNDERGROUND – LEGAL DEPARTMENT

6101 West Courtyard Drive
Building 2, Suite 100
Austin, Texas 78730

By e-mail send to: legal@investorunderground.com

If you submit notice of copyright infringement by e-mail, We may, but are not required to begin investigating the alleged copyright infringement. Please note, We must receive your signed statement by U.S. mail before We are required to take any action.

APPLICABLE FEES. No refunds. INVESTOR UNDERGROUND® need not refund or pro-rate fees in the event of termination or suspension of this Agreement.

USER GENERATED CONTENT. You understand when using the Website, you may be exposed to User Generated Content created and posted by other users and you hereby acknowledge User Generated Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy You may have against INVESTOR UNDERGROUND® arising out of or related to User Generated Content and hereby agree to indemnify and hold harmless INVESTOR UNDERGROUND®, its owners, officers, directors, members, managers, employees, agents, and/or representatives against any and all harm, direct and consequential damages, costs, attorney's fees,

lawsuits, judgments, settlements, and/or arbitration awards, arising out of or related to the material of User Generated Content on the Website.

INVESTOR UNDERGROUND® expressly disclaims any and all liability in connection with User Generated Content.

TERM AND TERMINATION

TERM. This Agreement shall commence upon the date you click indicating your agreement to this Clickwrap Agreement and shall continue thereafter indefinitely.

TERMINATION FOR BREACH OF INVESTOR UNDERGROUND® RULES. Notwithstanding the above, INVESTOR UNDERGROUND® may terminate this Agreement if You fail to comply with the INVESTOR UNDERGROUND® Rules. It is up to INVESTOR UNDERGROUND®'s sole, subjective, and exclusive discretion to determine if a violation of INVESTOR UNDERGROUND® Rules has occurred.

TERMINATION FOR FAILURE TO PAY. In the event You fail to pay any fees required under this Agreement, INVESTOR UNDERGROUND® may terminate Your access to the Website. However, in its sole discretion, INVESTOR UNDERGROUND® may suspend its performance under this Agreement rather than terminating it, in the event You fail to pay any fees required under this Agreement.

If You terminate Your account, You remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to Your use of the Website. If You violate any provision of this Terms of Use, Agreement, and/or Rules, Your permission to access subscription-level, private areas and/or use of non-public content on the Website will terminate automatically. INVESTOR UNDERGROUND® may alter, suspend, or discontinue the Website or any portion of the Website without notice. INVESTOR UNDERGROUND® will not be liable whatsoever for any change to the Website or any suspension or termination of Your access to or use of the Website. INVESTOR UNDERGROUND® reserves the right to change these Terms at any time at its sole discretion. We will make commercially reasonable efforts to notify You of any material changes to these Terms of Use, Agreement, and/or Rules. Your continued use of the Website after updates are effective will represent your agreement to the revised version of these Terms of Use. Your continued use of the Website after the effectiveness of such changes will constitute acceptance of and agreement to any such changes. You further waive any right you may have to receive specific notice of such changes to these Terms of Use. You are responsible for regularly reviewing these Terms of Use, Agreement, and/or Rules.

DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION

DISCLAIMER OF WARRANTIES. INVESTOR UNDERGROUND® PROVIDES ACCESS TO ITS WEBSITE ON AN "AS IS", "AS AVAILABLE" BASIS. USE OF THE WEBSITE AND THE INFORMATION AVAILABLE THROUGH THE WEBSITE ARE AT YOUR SOLE RISK. INVESTOR UNDERGROUND® DOES NOT WARRANT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, AND INVESTOR UNDERGROUND® MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH ITS WEBSITE. INVESTOR UNDERGROUND® EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE WEBSITE AND THE INFORMATION AVAILABLE THROUGH THE WEBSITE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOREOVER, INVESTOR UNDERGROUND® DOES NOT VOUCH FOR THE ACCURACY, CREDIBILITY, OR VALIDITY OF ANY ADVERTISEMENTS, ANY PHOTOS, ANY GRAPHIC IMAGE, OR ANY CONTENT POSTED BY ITS USERS IN ANY PART OF THE WEBSITE. YOU HEREBY SPECIFICALLY STATE YOU ARE NOT RELYING ON INVESTOR UNDERGROUND® OR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES FOR THE ACCURACY, CREDIBILITY, OR VALIDITY OF ANY OF THE CONTENT POSTED BY USERS OF THE INVESTOR UNDERGROUND® WEBSITE.

DUE DILIGENCE. You also hereby acknowledge and certify you are relying solely and exclusively on your own due diligence before doing business with any other users of the INVESTOR UNDERGROUND® Website. You specifically warrant and represent you are not relying on any written or verbal representations, certifications, warranties, suggestions, or implications made by INVESTOR UNDERGROUND® (its owners, officers, managers, members, employees, agents, and/or representatives) that any other user of INVESTOR UNDERGROUND® is honest, credible, ethical, performs high quality work, sells high quality goods or services. You also hereby agree to indemnify and hold INVESTOR UNDERGROUND®, and its owners, officers, managers, members, employees, agents, and/or representatives harmless from any claim, demand or cause of action, actual and consequential damages, for any manner of actual, threatened or claimed loss, damage, cost or expense, including but not limited to costs of court and attorneys' fees, made by any person, firm, entity or governmental agency or body, due to or arising from any transaction you enter into as a result of your participation in the INVESTOR UNDERGROUND® Website.

LIMITATIONS AND EXCLUSIONS OF LIABILITY. INVESTOR UNDERGROUND® SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF, OR INABILITY TO USE, THE INVESTOR UNDERGROUND® WEBSITE, INCLUDING RELIANCE BY YOU ON ANY INFORMATION OBTAINED THROUGH USE OF THE WEBSITE; MISTAKES, OMISSIONS, DELETIONS, OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN INTERNET OR DATA CONNECTIONS TO THE WEBSITE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, INTERNET OR DATA CONNECTION FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE AND RELATED INFORMATION, RECORDS, AND PROGRAMS.

MAXIMUM AGGREGATE LIABILITY. IN NO EVENT SHALL INVESTOR UNDERGROUND® BE LIABLE TO YOU FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES YOU PAID, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100.00 WHICHEVER IS LESS.

INDEMNIFICATION. You shall defend, indemnify, and hold the INVESTOR UNDERGROUND® harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against INVESTOR UNDERGROUND® rising from any acts by You, including (a) entering or submitting inaccurate information into the Website; (b) making unauthorized use of Your password; (c) making unauthorized use of the Website; (d) violating the INVESTOR UNDERGROUND® TERMS OF USE, AGREEMENT, OR RULES; (e) infringing any intellectual property rights, (f) infringing any proprietary

or contract right of any third party; (e) breaching any warranty under this Agreement; and (f) violating any state or federal law; (g) defamation; (h) harassment; (i) fraud; (j) violating the common law of any state.

INTERNET SERVICE PROVIDER. You hereby acknowledge and admit for purposes of admissible evidence in court that Investor Underground® is only an "interactive computer services provider" as defined by the 1996 Communications Decency Act 47 U.S.C. § 230, and not an "information content provider". Because of this, you also agree Investor Underground®, its owners, officers, directors, agents, employees, and/or representatives cannot be held liable for content posted on the Website by its users. You also acknowledge Investor Underground® does not review, monitor, modify, or control any content its members post in its forums before or after the user posts content or the ads members post selling real estate, goods, or services. You also agree and acknowledge Investor Underground® does not verify or vouch for any representations made by the users of the Website. You also agree not to post any content that is defamatory, derogatory, or false anywhere in the Investor Underground® Website. You also agree to indemnify and hold harmless Investor Underground®, its affiliates, owners, officers, directors, members, managers, employees, agents, and/or representatives against any and all harm, direct and consequential damages, costs, attorney's fees, lawsuits, judgments, settlements, and/or arbitration awards, arising out of or related to the content of your ads, posts, and replies on any part of the Website.

You also agree if you violate these Terms of Use, Agreement, and/or Rules, Your membership will be terminated, You will not be entitled to a refund, and You will be blocked from further admission.

CALCULATORS AND ANALYSIS TOOLS. The calculators and analysis tools found on the Website are designed to be used for informational and helpful purposes only and, when used, do not constitute investment advice and are not warranted or guaranteed for accuracy or relevancy. INVESTOR UNDERGROUND® recommends you seek the advice of a real estate professional, an attorney, or an actively licensed CPA before making any type of investment. The results presented may not reflect the actual return of your own investments. INVESTOR UNDERGROUND® is not responsible for the consequences of any decisions or actions taken in reliance upon or as a result of the information provided by these tools. Furthermore, INVESTOR UNDERGROUND® is not responsible for any human, mechanical, or technical errors or omissions.

RULES

By entering into this Agreement, you hereby agree to comply with the following Rules:

1. If you are posting a piece of real estate for sale under the "Below Market Deals" section, you hereby certify you either own this property or have this property under a valid, legally-binding contract.
2. If you are posting a piece of real estate for sale under the "Below Market Deals" section, you hereby certify this deal is priced below market and is not listed in your local board of Realtors multiple listing service and is not listed on Zillow, Trulia, Realtor.com, Redfinn, Costar, Loopnet or on any other multiple listing service.
3. Do not post goods, services, or real estate for sale in any of the discussion forums. The place for these types of ads is in the Marketplace section of the Website.

4. Do not harass, bully, or defame anyone.
5. Do not post false information about any property, person, or entity.
6. Do not violate other people's copyright or trademarks.
7. Do not violate any state or federal statutory or common law.
8. Do not violate anyone's privacy.
9. Always use your real identity and real pictures of yourself.
10. Always and only post truthful information in your ads and forum posts.
11. Do not give opinions about other people's character, ethics, or morals, or the legality of their conduct as this may subject you to a defamation lawsuit. Only give facts, dates, and verifiable details.
12. Do not reproduce, modify, distribute, display, or otherwise provide access to, create derivative works from, decompile, disassemble, or reverse engineer any portion of the Website.
13. Do not remove or modify any copyright or other intellectual property notices that appear on the Website.
14. Do not use the Website in any way that is unlawful, or harms INVESTOR UNDERGROUND®, its service providers, suppliers, or any other user.
15. Do not distribute or post spam, chain letters, pyramid schemes, or similar communications through the Website.
16. Do not impersonate another person or misrepresent your affiliation with another person or entity.
17. Always do your own due diligence before entering into any transaction with another user of the Website.
18. Do not upload invalid data, viruses, worms, or other software agents to the Website.
19. Do not interfere with or compromise the system integrity or security of the Website or otherwise bypass any measures INVESTOR UNDERGROUND® may use to prevent, restrict, or limit access to the Website.
20. Do not conduct automated queries (including screen and database scraping, spiders, robots, crawlers, bypassing "captcha" or similar precautions, and/or any other automated activity with the purpose of obtaining information from the Website) on the Website.
21. Do not use any of INVESTOR UNDERGROUND®'s copyrights or trademarks without signed, written approval of an authorized representative of INVESTOR UNDERGROUND®, including but not limited to using them as part of your business name, screen name, or email address.
22. Do not access or use any of the Website to develop competitive products or services.
23. Do not disclose or share user IDs and/or passwords to any unauthorized third parties for any unauthorized purpose.
24. Do not access or attempt to access INVESTOR UNDERGROUND®'s information technology systems, environments, data, or accounts to which express authorization has not been granted, or log in to an account you are not authorized to access.
25. Do not attempt to modify or remove any of the software, functions, formulas or expressions, or HTML code comprising any part of this Website.
26. Messages should not be posted if they encourage or facilitate members to arrive at any agreement that either expressly or implicitly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade.

WHITE LISTED CONTRACTORS PROGRAM:

The INVESTOR UNDERGROUND® WHITE LIST Program is our attempt to create transparency and accountability in the contractor world. The goal of the INVESTOR UNDERGROUND® White List Program is to gather criminal and civil background research, basic identity and contact information, work

history, liability insurance, written warranties, and references from past clients so as to allow consumers and investors to make informed decisions about whom to hire. The theory behind the White List Program is that only honest, ethical contractors will be willing to provide the information required by INVESTOR UNDERGROUND® and by disclosing this information, these contractors are announcing to the general public they are willing to be held accountable for their services. You acknowledge and agree that based solely on this screening process, INVESTOR UNDERGROUND® has formed a good faith belief the contractors on the White List are trustworthy and are willing to be held accountable for their services. You also agree and acknowledge INVESTOR UNDERGROUND® could be wrong in holding this good faith opinion and/or a change in circumstance or specific situation could void this expectation. Therefore, you agree to conduct your own due diligence by checking references, inspecting the contractor's previous work, and checking the contractor's application and background report on file with INVESTOR UNDERGROUND®. You also agree to indemnify and hold INVESTOR UNDERGROUND®, its owners, officers, directors, employees, agents, and/or representatives harmless from any and all direct, and indirect harm, consequential damages, lawsuits, claims, demands, judgments, arbitration awards, settlements, court costs, and attorney's fees arising from or related to any work performed for you by a contractor on the White List.

You hereby acknowledge and agree INVESTOR UNDERGROUND® has not personally or visibly inspected the workmanship of any contractor certified by INVESTOR UNDERGROUND® and has not met these contractors in person. You also hereby acknowledge and agree INVESTOR UNDERGROUND® does not vouch for, warrant, represent, or guarantee the contractors White Listed by INVESTOR UNDERGROUND® are honest, ethical, hard-working, competent, do high quality or timely work, or that they are responsible and accountable for their errors.

You hereby acknowledge and agree INVESETOR UNDERGROUND® itself does not perform any criminal or civil background investigations on any of the contractors it certifies, but rather hires a third party service to conduct these background searches, and agree to indemnify and hold INVESTOR UNDERGROUND® (its owners, members, managers, employees, agents, and/or representatives) harmless against any and all liability, claims, causes of action, direct and consequential damages, settlements, and/or arbitration awards arising out of or related to your decision to hire a contractor certified by INVESTOR UNDERGROUND®.

You hereby acknowledge and agree INVESTOR UNDERGROUND® is not a guarantor of the White Listed contractor's honesty, hard work, ethics, quality of workmanship, or timeliness of workmanship. You also hereby agree you are not relying solely on the White List provided by INVESTOR UNDERGROUND® as the basis for hiring the contractor, but instead are relying solely and exclusively on your own due diligence by checking references, conducting site visits to previous job sites, and by verifying the information provided to INVESTOR UNDERGROUND® by the contractor, and the criminal background checks provided to INVESTOR UNDERGROUND® by a third party service.

DISPUTES AND REMEDIES

INJUNCTIVE RELIEF. You acknowledge and agree the INVESTOR UNDERGROUND® Website is a confidential, copyrighted, and proprietary product and in the event there is an unauthorized disclosure of Us by You, no remedy at law will be adequate. You therefore agree in the event of such unauthorized use of any of the content on the INVESTOR UNDERGROUND® Website, INVESTOR UNDERGROUND® may obtain injunctive relief or other equitable remedies against You and Your subscribers in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

DISPUTE RESOLUTION. You agree that any dispute arising out of or related to this Terms of Use, Agreement, and/or Rules, or Your use of the Website, shall be submitted to binding arbitration by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, including the Expedited Procedures where applicable, the Optional Procedures for Large Complex Commercial Disputes where applicable, and such arbitration shall be held exclusively in Travis County, Texas. Judgment on the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over the parties.

APPLICABLE LAW. You hereby agree the laws of the State of Texas (except to its choice of law provisions) govern this Agreement and Your use of the Website.

JURISDICTION AND FORUM SELECTION. You also agree you are subject to the personal and exclusive jurisdiction of the State of Texas by virtue of your entering into this Agreement and your use of the Website, and if any lawsuit is filed, it shall be filed exclusively in the state or federal courts of Travis County, Texas.

COMMUNICATIONS. You hereby agree calls will be recorded or monitored for quality assurance and customer service purposes. You will be notified at the beginning of a call if it may be recorded or monitored. You consent to such recording and monitoring by INVESTOR UNDERGROUND® or a third party recording service.

LIQUIDATED DAMAGES. You acknowledge damages suffered by INVESTOR UNDERGROUND® from access to the Website by an unauthorized third party as a result of disclosure of Your access credentials or an unauthorized disclosure of Website content and/or material by a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to INVESTOR UNDERGROUND® to enter into this Agreement with You, You agree (a) in the event any disclosure of Your credentials result in access to the Website by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, You shall be liable to INVESTOR UNDERGROUND® for liquidated damages in the amount of \$5,000 and termination of this Agreement. Likewise, and for all the reasons identified in this paragraph, You agree that any damages suffered by you arising out of or related to your use (or inability to use) the Website shall be limited to the amount you paid for one month at the membership level you subscribed to.

LEGAL FEES. In the event of legal action or arbitration between INVESTOR UNDERGROUND® and You, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorneys’ fees, costs, and expenses incurred in such action or arbitration.

MISCELLANEOUS

NO THIRD PARTY BENEFICIARIES. This Agreement is entered into solely between, and may be enforced only by, INVESTOR UNDERGROUND® and You, and this Agreement shall not create or be construed to create any rights in any other person or entity.

INTERPRETATION AND AMENDMENT. You expressly consent to the execution of amendments by electronic means (such as Website “clickwrap” agreements). INVESTOR UNDERGROUND® may amend this agreement at any time. If You continue to use the Website after the amendment, You will be deemed to have agreed to the terms as amended.

ASSIGNMENT. Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by You. Any purported assignment or delegation in contravention of this section is null and void.

INTEGRATION AND SEVERABILITY. This Agreement contains the entire understanding of the parties and supersedes all previous and contemporaneous oral and written agreements, discussions, emails, texts, negotiations, and/or understandings arising out of or related to this Agreement. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. You also agree this Agreement cannot be modified by email, fax, or verbal agreement. The only valid and binding modifications to this Agreement are those created by the officers or directors of INVESTOR UNDERGROUND® and are posted in the Terms of Use section of the Website.

NOTICE. Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid, and return receipt requested; (b) express mailing service with confirmation of receipt; (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests and receives a return receipt. All notices are effective on the date of receipt or three days after confirmed transmission, whichever is earlier.

By clicking below to indicate Your agreement, You acknowledge, represent, and warrant (i) You have read, understood, and agreed to be bound by these Terms of Use, Agreement, and/or Rules; (ii) Your use of this Website is subject to all applicable laws; (iii) if You do not agree to this Agreement, you are not authorized to access the Website.

Created June __ 2020