

## TERMS & CONDITIONS

LAST UPDATED AUGUST 10, 2021

Welcome to Data-Centrix <sup>TM</sup> (“**Site**”). Investment Management Support Solutions, LLC’s Data-Centrix (“**IMSS**”), is an online proprietary software platform that provides continuous assurance and data governance for investment firms exchanging data (“**Services**”). The IMSS site allows “**Registered Users**” (participating companies subject to the Service Agreement); and employees of the Registered Users to leverage artificial intelligence to analyze and redact specific data and safely transmit documents.

Before using the Site, please read all of the following terms and conditions (“**Terms**”) so that You fully understand the Services IMSS agrees to provide and Your obligations while using the Site. These Terms also apply to any person, registered or not, navigating the Site and or using the Services (“**You**” and “**Your**”). Your access to and use of the Site is conditioned upon Your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service. By accessing or using the Site and / or using the Services You agree to be bound by these Terms. If You disagree with any part of the Terms then You do not have permission to access the Site and / or using the Services.

For Your protection, IMSS also has a Privacy Policy outlining what IMSS can and cannot do with Your Account information and any other information IMSS obtains from or about You through Your use of the Site and Services, which is incorporated by reference. You can read our privacy policy here. [https://imss-documents.s3.amazonaws.com/imss\\_privacy\\_policy.pdf](https://imss-documents.s3.amazonaws.com/imss_privacy_policy.pdf).

### 1. **Acceptance of the Terms**

The Site, Services and each part thereof, is provided to You only in accordance with the Terms. By using the Site and/or Services, You agree to be bound by the entirety of the Terms. IMSS reserves the right to update the Terms at any time without notifying You. It is Your responsibility to periodically check the Terms for updates. If You do not agree to the Terms or to any of the updates to the Terms, Your only recourse is to not use or visit the Site and / or Services.

### 2. **Eligibility**

THE SITE AND SERVICES ARE NOT AVAILABLE TO PERSONS UNDER THE AGE OF 18 OR TO ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SITE BY IMSS. In order to use the Site and / or Services, You must be 18 years of age, and fully able and competent to enter into and comply with these Terms. IMSS is not intended for or targeted to any person under 18 years of age. You represent that You meet the eligibility requirements described above and have not been previously suspended or denied permission to use the Services by the Administrator or IMSS.

### 3. **Accounts**

The Services are only available to Registered Users once You sign up for an IMSS account which may be a Master and / or User Account (an “**Account**”). Accounts are only available to Registered Users. Each person or organization may only have one Account.

When signing up for an Account, You must provide complete and accurate information about Yourself or the group You represent, including but not limited to:

- **Firm Information**
  - Firm Name
  - Firm Address
  - Website
  - Phone
- **Primary Contact**
  - Contact Name
  - Contact Title
  - Valid contact e-mail address
  - Valid contact phone number
- **Primary User**
  - User Name
  - Valid user e-mail address
  - User title
  - Valid user phone number

You agree to keep Your information up-to-date so that it is always complete and accurate. You must provide verification of this information at any time if requested by IMSS. If You create an Account for a company or an organization (the “Master Account”), You warrant that You are permitted to create and maintain an Account for that group, and that You will represent them accurately. In creating the Master Account you shall initially serve as the Administrator. Additional Administrators may be named and administration privileges may be transferred. In the event that You no longer qualify to have an account (example You no longer work for the sponsoring company) You must cease use of the Master Account immediately and transfer ownership as instructed by the entity with the account ownership.

You are responsible for any and all activity done through Your Account. IMSS is not liable for any losses resulting from unauthorized access to Your Account; likewise, You will be liable to IMSS for any losses caused to IMSS resulting from unauthorized access to Your Account. Accordingly, it is Your responsibility to prevent others from accessing Your Account: You must safeguard Your Account log-in information and not share this information with anyone, and You must immediately notify IMSS at [tsandoz@imss-llc.com](mailto:tsandoz@imss-llc.com) if You learn of any unauthorized access to Your Account.

#### **4. Relationship**

There is no employment, agency, partnership, joint venture, or franchise relationship created between You and IMSS.

#### **5. Fees**

IMSS reserves the right to charge fees for the use of the Services, including to create an Account or to use specific features of the Site and Services. Fees and Terms relating to the Services are included in a separate Services Agreement incorporated by reference.

Payments for Services shall be processed by an outside third-party service (who shall be solely liable), and accordingly shall be subject to and terms, conditions and policies of the third-party. IMSS currently uses Stripe for payment processing.

## **6. Termination**

You may terminate Your Account with thirty (30) days prior written notice to IMSS. Upon termination date or at an earlier date if requested and IMSS agrees, all Accounts associated with Registered User shall be terminated and all data removed. It is Your responsibility to maintain copies of any materials as you will no longer have access following termination and IMSS shall have no liability or responsibility for your materials.

IMSS has the right, but not the obligation, to warn, suspend the Accounts of, or terminate Your Account at any time, for any reason and without advance notice. IMSS reserves the right to terminate or suspend an Account at any time, for any reason. If IMSS terminates Your Account, You may not continue to visit the Site, use the Services nor may You create another Account.

IMSS reserves the right to change, suspend, or discontinue any of the Services at any time, for any reason. IMSS will not be liable to You for the effect that any changes to the Services may have on You, including Your income and business.

## **7. User Content**

Registered Users will upload content to the Site, including images, excel data files, word files, pdf files and text (“User Content”). This User Content will be displayed to Registered Users under the same Master Account. IMSS is not responsible for any User Content and the Registered User shall maintain copies of the same.

## **8. External Links and External Media**

Both Registered Users and IMSS could post links to third-party websites (“External Links”) or other content hosted on third-party websites (“External Media”). External Links and External Media are not affiliated with IMSS and may contain malicious code, objectionable content, or content that violates applicable laws or the rights of third parties. IMSS is not responsible for any External Links, the websites to which External Links may direct, or any External Media. It is Your responsibility to verify the location of External Links before clicking on them, and You assume all risks of clicking on External Links. Similarly, it is Your responsibility to verify the content of External Media before viewing or listening to such media, and You assume all risks in viewing or listening to the media.

IMSS also cannot guarantee that External Media or other information linked by External Links will continue to remain available on that third-party website, or that such third-party website will continue to allow External Media or External Links to be posted on the Site. By uploading any content to third-party websites, You agree to abide by that websites terms and policies regarding that content and linking or embedding such content

on the Site. IMSS retains the right to remove External Links or External Media at any time for any reason. IMSS also reserves the right to prevent the Site, any pages thereof, or media on the Site from being linked to or embedded on any other website, application, or by any other means.

## **9. Using the Site**

You agree that while using the Site and / or Services You will not do any of the following:

- a. violate the Terms or applicable law, or infringe upon the rights of any party;
- b. copy content from the Site;
- c. use the Site and / or Services in a way that would cause IMSS to violate applicable law or infringe upon the rights of any party;
- d. access the Site or any portion or content thereof other than through an interface provided by IMSS;
- e. circumvent any Digital Rights Management (DRM) or security feature in use by IMSS;
- f. access the Site and / or Services if IMSS has informed You that You may not access the Site and / or Services, or circumvent any means used by IMSS to prevent You from accessing the Site and / or Services;
- g. collect or harvest information about Registered Users, or use the Site to send unsolicited mass communications to Registered Users;
- h. modify or interfere with the embedded player in any way;
- i. reverse engineer or in any other way attempt to determine the source code of the Site and / or Services;
- j. upload malicious code, viruses, or other software that is harmful to IMSS or those who access the Site and / or Services; or
- k. do anything that would interfere with or put an undue burden upon the Site, Services or IMSS's servers.

## **10. Proprietary Content**

All content on the Site is owned by or licensed to IMSS. IMSS grants You the limited right to use the Site in accordance with the Terms. You may not use the copyrights, trademarks, patents, or other intellectual property of IMSS without express written permission from IMSS. IMSS retains the right to remove any feature of the Site and / or Services at any time for any reason, without prior notice.

## **11. Digital Millennium Copyright Act**

IMSS respects the rights of copyright owners. If You believe something on the Site infringes upon Your copyrights, please contact [tsandoz@imss-llc.com](mailto:tsandoz@imss-llc.com) with a takedown notice containing all of the following information:

- a. Your name, address, and electronic signature;
- b. the name of, and a link to, the content You believe to be infringing;
- c. the name and description of the copyrighted work You own that You believe is being infringed upon;

- d. a statement that You have a good faith belief that there is no legal basis for the use of the materials complained of; and
- e. a statement of the accuracy of Your notice and, under penalty of perjury, that You are authorized to act on behalf of the copyright owner.

Once we receive Your notice, IMSS will promptly remove the offending content from the Site.

## **12. Disclaimer of Warranties**

YOU AGREE THAT YOUR USE OF THE SITE SHALL BE ENTIRELY AT YOUR OWN RISK. THE SITE AND ALL OTHER SERVICES PROVIDED BY IMSS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” IMSS DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULARLY PURPOSE, AND NON-INFRINGEMENT. NO COMMUNICATION FROM IMSS MAY BE CONSTRUED TO CREATE A WARRANTY OF ANY KIND. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542 (“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR”).

## **13. Indemnity**

You agree to indemnify and hold harmless IMSS and its successors, assigns, directors, officers, employees, agents, and affiliates from any claim or demand, including reasonable attorney’s fees and court costs, made by any third party due to Your use of the Site, User Content You upload to the Site, Your violation of the Terms or applicable law, or Your infringement of the rights of third parties. Even though You will indemnify IMSS, IMSS reserves the right to handle its own legal defense as it sees fit and You agree to cooperate however necessary.

## **14. Limitation of Liability**

You agree that in no event will IMSS be liable to You or a third party for any loss or damage under any theory of liability, including but not limited to direct, indirect, incidental, consequential, special, or punitive damages or for lost profits. The maximum amount You will be able to recover from IMSS for any claim shall be an amount not to exceed the amount invoiced for the immediately prior quarterly billing cycle.

## **15. Choice of Law and Venue**

The Terms shall be construed in accordance with the laws of Massachusetts without regard to its conflict of law provisions. All disputes must be brought in the state or federal court located in Suffolk County, Massachusetts and You agree to waive any defense of lack of personal jurisdiction or forum non conveniens You may have.

**16. Arbitration**

You agree that any dispute or claim arising from or relating to the Terms shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (the "AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect. Arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Terms will take place on an individual basis--class arbitrations and class actions are not permitted. You understand that by agreeing to the Terms, You are each waiving the right to trial by jury or to participate in a class action or class arbitration.

**17. Assignment**

IMSS may assign its rights and/or delegate its duties under the Terms to any party at any time without notice. The Terms will be binding on IMSS's successors and assigns. You may not assign Your rights or delegate Your duties under the Terms.

**18. Merger and Severability**

The Terms constitute the entire and complete agreement between You and IMSS. No waiver, consent, modification, or change in this agreement shall be binding unless posted in an updated Terms by IMSS. If any part of the Terms is held to be invalid or unenforceable, You agree that the remainder of the Terms shall remain in full force and effect.