

ICO Advisors Group, LLC Terms of Service

PLEASE READ THESE TERMS OF SERVICE (THE “TERMS”) CAREFULLY. By accessing any products, services or other information or content (collectively, “Content”) through this website (the “Site”), you accept and agree to be bound by all of the terms and conditions of these Terms. These Terms govern your access to Content through this Site, and is intended to be in addition to, and not in place of, any written agreement that may currently be in effect between you and ICO Advisors Group, LLC (“ICO Advisors Group” or “we”). If, at any time, you do not wish to accept these Terms, you must discontinue use of this Site.

All Content is intended to be viewed in its entirety, including any footnotes, legal disclaimers, restrictions or disclosures, as well as any copyright or proprietary notices.

Confidentiality, Data Protection, and Privacy Policy

This information provided is proprietary to ICO Advisors Group. You may not copy, transmit or distribute such information or other Content, or any data or other information contained therein, in whole or in part, or authorize such actions by others, without ICO Advisors Group’s express prior written consent.

You acknowledge and agree that we may collect, maintain and share certain information about you when you use the Site, and that ICO Advisors Group may monitor, collect, maintain and share certain information concerning your use of the Site. The resultant information may be used by ICO Advisors Group for internal business purposes or in accordance with applicable law, rule or regulation.

When you use the Site, we may collect “click-stream” data regarding the portions of the Site that you visit and the information or other services you obtain or input. This data may also include your domain name, Internet service provider, protocol, browser type (including versions and settings), operating system and connectivity specifications (collectively, “Click-Stream Data”).

Our monitoring and collection of Click-Stream Data may include the use of “cookies.”

Cookie policy

Cookies are computer text files that are stored on your computer. By using this Site, you agree to the use of cookies for this purpose. Occasionally we will use third party plug-ins, sites and components to improve the user’s experience and functionality. These components may also use cookies for similar purposes.

Deleting Cookies

You may opt-out of cookies (and the use of this Site) at any time, by deleting the cookies that were set by the Site. This can be done via the settings of your internet browser, and deleting all cookies. To find how to manage and delete cookies, please visit the U.S. Government’s website (<http://www.usa.gov/optout-instructions.shtml>).

If you would like to review, modify, or delete any personally-identified information that we have about you, please contact us and we will comply with reasonable requests to the extent permitted by law.

License

This Site is owned by ICO Advisors Group. ICO Advisors Group hereby grants you a non- exclusive and non-transferable right to access the Site and Content. You may not use the Site or any Content for any illegal purpose or in any manner inconsistent with these Terms. You agree to notify ICO Advisors Group in writing promptly upon becoming aware of any unauthorized access or use of Content by any party.

You may not modify, distribute, transmit, perform, reproduce, publish, license, create derivative works from, transfer or sell any text, graphics, logos and other source- identifying symbols, designs, icons, images, or other information, software or code accessible through this Site. You are prohibited from removing any copyright, trademark or other proprietary

footnotes, legal disclaimers, restrictions, disclosures, notices, or legends contained on (or printed from) any Content accessible through this Site or on pages that you print containing Content. In addition, you are prohibited from decomposing, decompiling, reverse engineering, disassembling or otherwise deconstructing all or any portion of Content accessible through this Site. You may not use automated systems (e.g., robots, spiders, etc.) to access the Site.

No Offer of Securities

Content is for informational purposes only, is general in nature and does not take into account any investor's particular circumstances or needs. Therefore, Content should not be considered advice with respect to the purchase, sale, holding or management of securities or other assets. Content is neither an offer to sell, nor a solicitation of an offer to buy, an interest in any investment vehicle. In addition, you should not construe any of the information contained in Content as legal, tax, or investment advice, and you should seek advice based on your own particular circumstances from your counsel, independent tax advisor, or consultant.

User Consent to the Terms; Updates

You represent that you have read and agree to be bound by the terms of these Terms for this Site. You will: (i) comply with U.S. law regarding any information obtained from the Site in accordance with these Terms, (ii) not use the Site for illegal purposes, and (iii) not interfere or disrupt networks connected to the Site.

Infringement Notices

As provided in the Digital Millennium Copyright Act of 1998, we have designated the following individual for notification of potential copyright infringement regarding the Site. If you believe there is any infringement, please click on the "Contact Us" section of the Site and provide the following information.

a. A physical or electronic signature of the copyright owner or authorized

agent;

b. Identification of the copyrighted work(s) claimed to have been infringed;

c. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

d. Information regarding how we may contact you (e.g., mailing address, telephone number, e-mail address);

e. A statement that the copyright owner or its authorized agent has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

f. A statement that the information in the notification is accurate, and made under penalty of perjury, and, if an agent is providing the notification, a statement that the agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

No Warranty

ICO ADVISORS GROUP DISCLAIMS ALL WARRANTIES WITH RESPECT TO THIS SITE AND CONTENT THAT THE LAW ALLOWS IT TO DISCLAIM.

THIS SITE AND CONTENT ARE PROVIDED ENTIRELY “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS.

ICO ADVISORS GROUP DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THIS SITE AND THE CONTENT INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE/NON- INFRINGEMENT OF INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.

WITHOUT LIMITING ITS GENERAL DISCLAIMER, ICO ADVISORS GROUP DOES NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY (INCLUDING FREEDOM FROM COMPUTER VIRUSES), SEQUENCING OR SPEED OF DELIVERY OF THIS SITE OR ANY PART OF THE CONTENT.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, THE CONTENT, AND HYPERLINKED WEB SITES. ICO ADVISORS GROUP DISCLAIMS RESPONSIBILITY FOR THE PRIVACY POLICIES AND CUSTOMER INFORMATION PRACTICES OF THIRD-PARTY INTERNET WEBSITES OR ANY CONTENT OR OTHER MATERIALS MADE AVAILABLE THROUGH THOSE WEBSITES HYPERLINKED TO OR FROM THIS SITE.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ICO ADVISORS GROUP OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ICO ADVISORS GROUP'S OBLIGATIONS UNDER THESE TERMS.

Limitation of Liability

IN NO EVENT SHALL ICO ADVISORS GROUP, ITS AFFILIATES, LICENSORS, AND CONTENT PROVIDER OR THEIR RESPECTIVE OFFICERS, DIRECTORS, PRINCIPALS, AGENTS, AND EMPLOYEES BE LIABLE FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES, INCLUDING DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THIS SITE OR THE SITE CONTENT OR WITH ANY DELAY OR TECHNICAL PROBLEMS IN USING THIS SITE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION

OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, OR ANY INFORMATION AND MATERIALS OBTAINED THROUGH THIS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS SITE OR THE CONTENT; IN ANY CASE WHETHER BASED ON THEORIES ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. SUCH LIMITATIONS APPLY EVEN IF ICO ADVISORS GROUP, ITS AFFILIATES, OR ANY OF THEIR OFFICERS, DIRECTORS, PRINCIPALS, AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, CONTENT, AND/OR HYPERLINKED WEB SITES IS TO STOP USING THEM. SOME STATES LIMIT THE APPLICABILITY OF DISCLAIMERS OR LIMITATIONS OF LIABILITY, IN WHICH CASE SUCH LIMITATIONS SHALL APPLY ONLY TO THE EXTENT LEGALLY ENFORCEABLE IN THE APPLICABLE JURISDICTION. THIS LIMITATION OF LIABILITY IS COMPREHENSIVE.

Changes to Service; Access to Site.

ICO Advisors Group will not notify you of any change in the Site's features or the Content. In addition, ICO Advisors Group has the right to suspend or prohibit your current or future use of the Site (or any portion thereof) at any time without notice to you and with or without cause. .

Intellectual Property

The Content is protected by copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of the U.S. and other countries and international treaties. The Content is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Site.

Rights Reserved

All present and future rights in and to (i) patents and patent applications, (ii) copyrights, (iii) trademarks, service marks, trade dress and trade names, together with the goodwill associated therewith, (iv) trade secrets, know how, inventions, methods, processes, technology and other confidential and proprietary information, and (v) any other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Site (collectively, the “Intellectual Property Rights”) shall, as between you and ICO Advisors Group, at all times be and remain the sole and exclusive property of ICO Advisors Group. All present and future rights in and title to Content (including the right to exploit Content and any portions of the Site over any present or future technology) are reserved to ICO Advisors Group for its exclusive use. Except as specifically permitted herein, you may not copy or make any use of Content or any portion thereof. Except as specifically permitted herein, you shall not use ICO Advisors Group’s Intellectual Property Rights or Content, or the names of any individual participant in, or contributor to, Content, or any variations or derivatives thereof, for any purpose without ICO Advisors Group’s prior written approval. You agree not to delete any copyright, trademark or similar notice from Content or other content you obtain from the Site.

Indemnification

You agree to indemnify, defend and hold harmless ICO Advisors Group, its affiliates and licensors and content providers and their respective members, officers, directors, principals, agents and employees from and against any and all suits, claims, damages, losses, demands, liabilities, costs and expenses (including, without limitation, judgments, fines, sanctions, and amounts paid or to be paid in settlement and reasonable attorneys’, experts’ and other professional fees) arising out of or relating to (a) the use by you and your authorized employees, counsel or other professional advisors (“authorized users”) of this Site and Content; (b) the actual or alleged breach by you or your authorized users of these Terms or any representation, warranty, or covenant made by you or your

authorized users in these Terms; (c) the violation by you or your authorized users of any applicable law, statute, ordinance or regulation; or (d) claims asserted by third parties which, if proven, would place you or your authorized users in breach of the representations, warranties, covenants or other provisions in these Terms.

General

These Terms shall be construed and enforced in accordance with the laws of the State of Illinois without reference to its choice of law rules. You agree to hereby irrevocably and expressly consent, in any and all actions or proceedings arising in any manner under or related in any manner to these Terms, to (i) submit to the personal jurisdiction of any state or federal court sitting in the State of Illinois; (ii) serve or accept any complaint, summons, notices or other process relating to any such action or proceeding by delivery thereof by hand or by U.S. certified mail, without receipt requested; and (iii) waive any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue, or forum non conveniens, or any similar basis.

In the event of the invalidity of any portion of these Terms, you agree that such invalidity shall not affect the validity of the remaining portions of these Terms.

You may not assign or transfer all or any of your rights and obligations under these Terms. These Terms shall bind any of your successors and other legal representatives. These Terms shall operate for the benefit of ICO Advisors Group and its successors and assigns.

Except as otherwise set forth above, these Terms constitutes the entire agreement between you and ICO Advisors Group governing your use of the Site and supersedes all other oral and written communications with respect to the Site.

© 2018 ICO Advisors Group, LLC. All rights reserved.