



TERMS AND CONDITIONS

Updated May 08, 2020

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. By accessing the Aiperion LLC (“Aiperion”) website, software or online community forum (collectively “Sites”), you are indicating that you have read, acknowledge and agree to be bound by these Terms and Conditions (“Terms”). Your continued use of the Sites constitutes your agreement to the Terms. If you do not agree to these Terms, you are not permitted to use the Sites. Aiperion reserves the right to modify or amend these Terms from time to time and you are responsible for regularly reviewing these Terms. Such changes will be effective immediately upon posting. You agree that by accessing the Sites after such changes have been posted that you agree to the Terms as modified.

Disclaimer

The Sites and their contents are for information purposes only. Aiperion does not warrant the accuracy or completeness of any information available through the Sites. Past investment performance and simulated investment performance are not a guarantee of future investment performance and actual results may differ. You should not construe any information found on or derived by the Sites as legal, tax, investment, financial or other advice. You assume the sole responsibility of evaluating the merits and risks associated with the use of the Sites before making any decisions based on information or content contained in the Sites. In exchange for using the Sites, you agree to indemnify and hold Aiperion, its officers, directors, employees, affiliates, agents, licensors and suppliers harmless against any claims, losses, liability costs and expenses (including but not limited to reasonable attorneys’ fees) arising from your use of the Sites, any decision you make based on information made available to you through the Sites, or your violation of these Terms.

Ownership; Restrictions on Use

Aiperion retains all ownership of, and all intellectual property rights in, the Sites, including but not limited to all patents, trademarks, copyrights, trade secrets, and other intellectual property rights relating thereto. You shall acquire no rights therein other than those limited rights to access and use the Sites specifically conferred by the Terms. You may not create derivative works based upon the Sites in whole or in part, or develop or request third parties to develop or modify any Sites based on ideas, processes or materials incorporated into the Sites. You shall not delete, remove, modify, obscure, fail to reproduce or in any way interfere with any proprietary or copyright notice appearing on or incorporated within the Sites. All rights related to the Sites that are not expressly granted to you in writing by Aiperion are reserved by Aiperion. In the event that you provide Aiperion with any comments, suggestions or other feedback with respect to the Sites, Aiperion has the right, but not the obligation, to use such feedback in any way without restriction or obligation to you. Aiperion shall be the exclusive owner of, and shall be free to use for any purpose, any ideas, concepts, know-how, or techniques resulting from the feedback, including, without limitation, any modifications or enhancements to the Sites.



Unless expressly agreed to otherwise in writing between you and Aiperion, you may not use the Sites for the benefit of, or to provide services to, any third party. You may download material from Sites provided that you retain all copyright, trademark and other proprietary notices contained on the materials. You shall not grant rights of access to or use of the Sites to any third-party service provider, consultant, contractor, supplier, or customer, without Aiperion's prior written consent. You shall not sell, assign, lease, rent, or otherwise transfer or make available the Sites for use by third parties, in whole or in part, without Aiperion's prior written consent. You shall not gain or attempt to gain unauthorized access to any portion of the Sites, or their related systems or networks, or facilitate any such unauthorized access for any third party. If any unauthorized access occurs, you shall promptly notify Aiperion of the incident and shall reasonably cooperate in resolving the issue. You shall not reverse engineer, decompile, or disassemble any Site or otherwise attempt to discover the source code to the Sites nor permit any third party to do so. You shall not attempt to disable or circumvent any security measures in place relating to the Sites. You may not knowingly reproduce or copy the Sites, in whole or in part. You shall not knowingly use the Sites to store or transmit infringing, libelous or otherwise unlawful or tortuous material or any material in violation of third party privacy rights. You shall not interfere with or disrupt the integrity or performance of the Sites or third party data relating thereto. You will not assert or encourage, assist or authorize any third party to assert any claims of patent or intellectual property infringement against Aiperion or any of its third party service providers, customers or end users.

Links to Other Websites

Aiperion may authorize linked websites to or from the Sites. Linked websites are not controlled or operated by Aiperion. Aiperion makes no representations, and disclaims all liability as to the content or material available on such websites, the accuracy of information, and the quality of products or services provided or advertised on linked websites. The fact that Aiperion authorizes linked websites is not an endorsement, authorization, express or implied sponsorship, or affiliation with respect to linked websites, its owners, sponsors or providers.

Transmissions to and From the Sites

Electronic communications can be intercepted by third parties and, accordingly, transmissions to and from the Sites may not be secure. Aiperion makes no warranty to you regarding the security of the Sites, including with regard to the ability of any unauthorized persons to access information received or transmitted by you through or from the Sites.

Jurisdiction and Governing Law

Aiperion does not represent that the content on the Sites is appropriate or applicable for use outside of the United States. Access from certain countries other than the United States may be strictly prohibited. You acknowledge and agree that you are accessing the Sites on your own initiative and at your own risk. You are responsible for compliance with all local laws, rules and regulations. The Terms shall be governed and construed in accordance with the laws of the United States and the State of Illinois without regard to its conflicts of laws principles.



Limitation of Liability

IN NO EVENT WILL AIPERION BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SITES, OR THE PERFORMANCE OR NONPERFORMANCE THEREOF, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF AIPERION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL AIPERION BE LIABLE FOR ANY INVESTMENT LOSSES, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, ARISING OUT OF USE OF, OR INABILITY TO USE, THE SITES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SITES .

Password Security and Notification

Certain parts of the Site require a password and are restricted to authorized users only. You are responsible for all activities that occur in connection with your password. Therefore, you should take reasonable measure to protect the confidentiality of your password.

Waiver

The waiver by either party of a breach or violation of any provision of the Terms shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

Severability

In the event any provision of the Terms is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of Terms, which shall remain in full force and effect and enforceable.