

## **Directpost**

### **User Agreement**

#### **Acceptance**

Use of Directpost as well as information and features located on Directpost (collectively “the Service”) constitutes your acceptance and agreement to be bound by this Agreement.

#### **Privacy**

The Directpost data protection policies are set forth under privacy policy, which is hereby incorporated into this Agreement.

#### **Payment and Commissions**

Directpost is an information site providing information about primary offerings of Direct Participation Programs (the “Programs”). While Directpost is free to users, Sponsors of these Programs agree to pay a fee to Directpost based upon capital invested. In addition, in certain circumstances, the Sponsors have agreed to pay broker/dealers which are selling interests in the Program commissions as set forth in the offering. All purchases of securities listed on Directpost must take place through the use of Directpost Services, and to the extent the Sponsor has elected to sell the Program’s securities through broker-dealers, must be purchased by using the services of a broker-dealer. A user may utilize the services of any broker-dealer it chooses. A list of broker-dealers which have agreed to work with Sponsors of Programs listed on Directpost may be accessed under the “Broker-Dealer” tab. By using Directpost you agree not to try to circumvent these arrangements.

#### **Right of Use**

Your right to use Directpost is personal to you and is not transferable to another person and/or entity by you. Your access and right to use Directpost may be interrupted at any time and from time to time for many reasons including without limitation, failure of equipment, periodic updating, or other actions that Directpost might in its sole discretion choose to take. Directpost cannot be responsible for or anticipate technical or other difficulty that could result in the loss of data, personalization settings or other service interruption.

#### **Rights you Grant to Us**

As the owner of any information, data, passwords, user names and other login information or other content posted by, or which you provide to Directpost through the Service (“User Content”), you are licensing Directpost to use the User Content, but only for the purpose of providing the Service. By submitting User Content you represent that Directpost may use your User Content for this purpose without limitation and without payment of any fees to you.

#### **Intellectual Property Rights**

The contents of Directpost belong or are licensed to Directpost or its software or content suppliers. You are granted the right to view Directpost subject to these terms; you may download or print a copy of information provided for your personal use. Any reproduction or use of any content without the express consent of Directpost is prohibited.

#### **Rules for posting content on the Service:**

- a) As part of the Service Directpost may allow Users to post content on Directpost chat.
- b) You are responsible for all content you post.

- c) By submitting content you represent that you have all necessary rights and you hereby grant Directpost a worldwide, non-exclusive royalty free right to use, reproduce and distribute such content in connection with the Directpost service.
- d) You may not post any content which is libelous or defamatory or which discloses private matters concerning any person. You may not post any content which is obscene, pornographic, harassing, threatening or ethnically offensive.
- e) You may not post any content that would violate the property rights of others.
- f) You agree that any employment by you with any contractor which you contact through areas of Directpost that may be designated for such use is between you and that contractor and not with Directpost.

**Disclaimer of Representations**

THE CONTENT AND ALL SERVICES ON DIRECTPOST ARE PROVIDED ON AN "AS IS BASIS". DIRECTPOST MAKES NO REPRESENTATION AS TO THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT, WHETHER SUCH CONTENT IS PROVIDED BY DIRECTPOST, A SPONSOR, OR A USER AND EXPRESSLY DISCLAIMS ANY WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE.

**Not a Registered Exchange or Advisor**

Neither Directpost nor the Service is a provider of legal, financial or tax advice. Directpost is not a registered exchange under the Securities Exchange Act; it is not a registered investment advisor under the Investment Advisors Act of 1940; is not a financial or tax planner and does not render legal advice.

**Limitation on liability**

Directpost shall in no event be liable to you or to any third party in any manner whatsoever, whether in contract or tort or under any other theory of law or equity, for any indirect, special consequential or other type of loss or damage arising in whole or in part from your use of the Directpost Service.

**Indemnification of Directpost**

You will defend, indemnify and hold harmless Directpost and its officers, director's employees and affiliates from and against any claims and expenses, including but not limited to attorney's fees arising in whole or in part from your breach of this agreement.

**Termination**

This Agreement will continue until terminated by either party. You may terminate this Agreement by closing your Directpost account. Directpost may terminate this Agreement at any time by email to you to the address you provided as part of your registration.

Directpost

By: \_\_\_\_\_

Accepted and Agreed

By \_\_\_\_\_