



Terms & Conditions

These **Terms and Conditions** govern your access to the Merit Harbor Group and OfferBoard website and your use of any of the services provided by the Merit Harbor Group, Carrollton Capital Partners, LLC, d/b/a OfferBoard Securities ("OfferBoard") (together, the "Platform"). These Terms and Conditions and any additional Terms and Conditions to which you have agreed are hereafter referred to collectively as the Agreement. Please read these Terms and Conditions carefully.

Your use of the Platform is governed by the then current version of the Terms and Conditions in effect on the date of use. OfferBoard may modify the Terms and Conditions at any time and without prior notice. By using and accessing the Platform, you acknowledge and agree to review the most current version of this document prior to each such use. Your continued use of and access to the Platform or any other OfferBoard product constitutes your acknowledgement of, and agreement to, the then current Terms and Conditions. Please also note that the Terms and Conditions of this document are in addition to any other agreements between you and OfferBoard and/or its affiliates and agents and any other agreements that govern your use of products, services, content, tools, and information available from OfferBoard.

OfferBoard reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the information, materials and descriptions on the Platform and to suspend and/or deny access to the Platform for scheduled or unscheduled maintenance, upgrades, improvements or corrections. Any dated information is published as of its date only, and OfferBoard does not undertake any obligation or responsibility to update or amend any such information. OfferBoard may discontinue or change any product or service described in or offered on Platform at any time. OfferBoard further reserves the right, in its sole discretion, to block or otherwise discontinue your access and use of the Platform at any time and for any reason. You agree that OfferBoard and its affiliates will not be liable to you or to any third party for any such modification, suspension or discontinuance.

Authorized User

Some of our services are available only to customers who have been authorized by us to access those services. Only customers of OfferBoard with a valid User ID and password are authorized to access such services. Unauthorized use of the Platform and OfferBoard systems, including, but not limited to, unauthorized entry into OfferBoard's systems, misuse or sharing of passwords or misuse of any other information, is strictly prohibited. You may not use the Platform in any manner that could damage, disable, overburden, or impair any OfferBoard site or service or interfere with any other party's use and enjoyment of

the Platform or service. You may not attempt to gain unauthorized access to the Platform or service, computer systems or networks connected to the Platform or service, through hacking, password mining or any other means. You agree that you will not engage in any activities related to the Platform that are contrary to applicable laws or regulations. You further agree that you are responsible for any unauthorized use of your password that is made before you have notified us and we have had a reasonable opportunity to act on that notice. We reserve the right to suspend or cancel your password, even without receiving such notice from you, if we suspect that it is being used in an unauthorized or fraudulent manner.

Notwithstanding the above, you are responsible for monitoring your account and should promptly report any unauthorized or suspicious activity in your account to us promptly.

License to Use; Prohibition on Diverting Service Data.

We grant you a personal, limited, non-exclusive, revocable, non-transferable and non-sublicenseable license to use the Platform pursuant to these Terms and Conditions. We may provide certain portions of the Platform under license from third parties, and you will comply with any additional restrictions on your usage that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such licensors.

We are providing the Platform to you only for your internal use and only for the purposes related to certain services provided to you by OfferBoard. You may not sell, lease, or provide, directly or indirectly, the Platform or any portion of the Platform to any third party without our written permission. You acknowledge that all proprietary rights in the Platform are owned by us or by any applicable third party service providers selected by us providing us with all or part of the Platform, or providing you with access to the Platform, or their respective licensors, and are protected under copyright, trademark and other intellectual property laws and other applicable law. You receive no copyright, intellectual property rights or other rights in or to the Platform, except those specifically set forth in these Terms and Conditions. You will protect and not violate those proprietary rights in the Platform and honor and comply with our reasonable requests to protect our contractual, statutory and common law rights in the Platform. If you become aware of any violation of our proprietary rights in the Platform, you will notify us in writing. As between OfferBoard and you, OfferBoard retains all ownership and other rights associated with the Platform generated data (Data).

You may not divert Data from the Platform, either internally or externally, except as specifically authorized by OfferBoard. OfferBoard is not liable to you for any diverted, repackaged or disseminated Data. OfferBoard reserves the right to audit your usage of data in adherence to the OfferBoard requirements and limitations specified within these Terms and Conditions on an annual basis for the purposes of establishing and verifying that you have not diverted, repackaged or disseminated Data.

Disclaimer; Limitation of Liability; and Indemnification

The information, products and services on Platform are provided on an "AS IS," "WHERE IS" and "WHERE AVAILABLE" basis. OfferBoard does not warrant the information or services provided on the Platform, either expressly or impliedly, for any particular purpose and expressly disclaims any implied warranties, including but not limited to, warranties of title, non-infringement, merchantability or fitness for a particular purpose. OfferBoard will not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to you via this website. Although the information provided to you on this website is obtained or compiled from sources we believe to be reliable, OfferBoard cannot and does not guarantee the accuracy, validity, timeliness, or completeness of any information or data made available to you for any particular purpose.

Neither OfferBoard, nor any of its affiliates, directors, officers or employees, nor any third party vendor, will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of the Platform, or resulting from the act or omission of any other party involved in making the Platform, the data contained therein or the products or services offered thereby available to you, or from any other cause relating to your access to, inability to access, or use of the Platform or the materials contained therein, whether or not the circumstances giving rise to such cause may have been within the control of OfferBoard or of any vendor providing software or services. In no event will OfferBoard or any such parties be liable to you, whether in contract or tort, for any direct, special, indirect, consequential or incidental damages or any other damages of any kind even if OfferBoard or any other such party has been advised of the possibility thereof. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure. OfferBoard cannot and does not guarantee continuous, uninterrupted or secure access to the Platform.

You will indemnify, protect, and hold harmless us from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs (including attorney's fees) (collectively, "Losses") resulting from or arising out of the use of the Platform by you, including any breaches of the security of the Platform (including any access or entry into any of our other systems not covered by this Agreement), and, if you are a broker-dealer, investment manager or investment adviser acting on behalf of your customers, including any claims that a trade was not suitable for or not authorized by a customer, caused directly or indirectly by you or your Related Parties except to the extent such Losses are due to our gross negligence or willful misconduct or, if you are a broker-dealer, investment manager or investment adviser acting on behalf of your customers, to the extent such Losses arise solely from transactions facilitated by us through the Platform on behalf of such customers.

Proprietary Rights

OfferBoard and other OfferBoard trademarks and service marks referenced herein are trademarks and service marks of US Platform Development Group Inc. (OfferBoard Group). You are prohibited from using any marks for any purpose without the written permission of OfferBoard Group.

Pursuant to Section 512(c)(2) of the Copyright Act, OfferBoard designates the following agent to receive notifications of claimed infringement: General Counsel, OfferBoard Group, 40 N. Tulane St., Princeton, NJ 08542; legal@OfferBoard.com.

Securities Products

None of the information contained in the Platform constitutes a recommendation by OfferBoard or its affiliates to buy or sell any securities, futures, options or other financial instruments or other assets or provide any investment advice or service. The information contained in the Platform has been prepared without reference to any particular user's investment requirements or financial situation. The information and services provided on the Platform are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory or self-regulatory organization or where OfferBoard is not authorized to provide such information or services. Some products and services described in the Platform may not be available in all jurisdictions or to all customers.

Choice of Law

The Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Connecticut, without regard to conflicts of laws provisions. Unless otherwise agreed in writing by you and us, any dispute arising out of or relating to the Agreement, or the breach hereof, shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, or such arbitration body as required by law, rule or regulation, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will be conducted in the English language before a single arbitrator in the City of Stamford, Connecticut. Such arbitration must be commenced within one (1) year after the claim or cause of action arises. If for any reason any provision of these Terms and Conditions, or a portion thereof, shall be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitutes the entire agreement between us and you with respect to this site and it supersedes all prior or contemporaneous communications, agreements and understandings between OfferBoard and you with respect to the subject matter hereof. A printed version of these Terms and Conditions shall be admissible in judicial or administrative proceedings.

Business Continuity Plan

Securities industry regulations require that brokerage firms inform their clients of their plans to address the possibility of a business disruption that potentially results from power outages, natural disasters, or other events. OfferBoard and Merit Harbor Group, LLC have a comprehensive business continuity program in place, which we review and update annually.

OfferBoard, and Merit Harbor Group, LLC have developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

Contacting Merit Harbor Group - If after a significant business disruption you cannot contact us as you usually do at Merit Harbor Group, you should go to our web site at www.MeritHarborGroup.com

If you cannot access us through either of those means you should contact OfferBoard Securities 1-888-OFFER-88 or go to their website at www.offerboard.com

Our Business Continuity Plan - We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data back-up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

For more information - If you have questions, you can contact the OfferBoard Chief Compliance Officer, at 1-888-OFFER-88.

