



Terms of Use

YOUR ACCESS TO AND USE OF THE MARKET INSIGHTS® SERVICE IS GOVERNED BY THESE TERMS. BY USING THE SERVICE, YOU CONSENT TO BE BOUND BY THESE TERMS. THESE TERMS LIMIT YOUR USE OF THE SERVICE AND THE LIABILITY OF CONFLUENCE TECHNOLOGIES INC. ("COMPANY" OR "WE"). WE MAY CHANGE THESE TERMS AT ANY TIME BY POSTING A REVISED VERSION ON THIS SITE.

1. SERVICE

"SERVICE" means access to and use of those portions of Confluence Technologies proprietary Market Insights® Application (the "Market Insights Application") set forth in the Subscription Agreement (defined below), accessible at <https://insights.invmetrics.com> (the "Site") as well as all data available on, derived from and/or delivered via the Market Insights Application (the "Data"). Data shall include all quantitative and qualitative information, charts, reports and exhibits, and other results derived from your use of the Market Insights Application (the "Results"), and all periodic updates to Data and Results.

2. NAMED USER

Access to and use of the Service is limited to Named users. By using the Service, you represent that you are a Named user under a separate agreement ("Subscription Agreement") between Company and you or your employer/affiliated entity ("Licensed Party"). Your access to and use of the Service is subject to the additional requirements and limitations of the Subscription Agreement, as well as these Terms.

3. THE LICENSE

Company grants you a limited, non-exclusive and non-transferable license to access and use the Service and the Results, solely in connection with Licensed Party's internal business operations (i.e., researching, evaluating, analyzing and comparing asset manager products). As part of this license, Licensed Party may distribute limited portions of the Results to no more than twenty-five (25) (persons) of its external clients or prospective clients, on an occasional and non-systematic basis, so long as such materials (i) are provided at no additional charge; (ii) retain all original proprietary rights notices set forth in the Results; (iii) are incorporated into a value-added report or presentation and are not provided as a stand-alone product or used in any mass marketing; (iv) the Results contained in such materials have not been altered or otherwise manipulated; and (v) the Data or Results are not supplied in raw form via export. Internal distribution of Data or Results in raw form is prohibited and not to be used in any 3rd party or internally developed software program without express written consent of COMPANY. Further, without limiting the foregoing, Company reserves the right to limit the number or form of Data or Results exports that you may perform using the Service. **External distribution or export of Data and Results and/or internal distribution of Data in excess of this limit may require payment of an additional fee.** Other uses may be permitted if expressly allowed under the Subscription Agreement. In using the Service, you shall comply with all applicable federal, state and local laws.

Any use or distribution of the Service or Results beyond these Terms or the terms of the Subscription Agreement is strictly prohibited.

4. ADDITIONAL TERMS

Additional terms may apply to your use of the Service, as may be posted on the Site from time to time, including but not limited to disclaimers of third-party vendors and our privacy policy.

5. USER NAME AND PASSWORD

You agree to safeguard your login credentials, use them only as instructed by COMPANY, and follow all applicable procedures. You will notify COMPANY of any security threat to your login credentials. You will not allow any other person to use your login credentials or assist any person in gaining unNamed access to the Service.

6. PROHIBITED USES

You will not attempt to use the Service beyond your authorization or after your authorization has ceased. Company reserves the right to immediately terminate or suspend your access to the Service, without notice, if it reasonably believes that you are no longer a Named user or that you have violated any of these Terms or the Subscription Agreement. In such a case, Company may also require you to destroy all information generated by the Service (including all Data and Results in your possession). You will not tamper or interfere with the proper functioning or integrity of the Service, the Site, any information provided thereby, or with any other person's use thereof. You will not copy, sell, reverse engineer, gain unNamed access to, decompile, disassemble, or otherwise attempt to derive the source code, internal operating components or any other part of the Service or the Site. You will not use any Data to create a separate or substitute application or database. You will not attempt or assist any other person to do any of the foregoing.

7. RESTRICTIONS AS TO CERTAIN PRODUCTS

Users of any Service containing hedge fund data represent and warrant that they are, and for as long as they use such Service shall remain, Accredited Investors as that term is defined by the federal securities laws.

8. PROPRIETARY RIGHTS

All content provided on the Site, and all underlying data, source code and software, is owned by or licensed to Company and protected by U.S. and/or international copyright and proprietary rights laws. All copyrights and other proprietary rights are retained by Company and its licensors. Unless disclosure is expressly permitted in these Terms or the Subscription Agreement, you will keep all materials to which you are given access under these Terms in strict confidence and will not make them available to any third party. You will not use the Company's name or trademarks unless expressly permitted in the Subscription Agreement. You will not remove or modify any trademark, copyright or other proprietary rights notices contained on materials provided or generated through the Service.

9. NO WARRANTIES

THE SERVICE, MARKET INSIGHTS APPLICATION, DATA AND RESULTS ARE PROVIDED BY CONFLUENCE TECHNOLOGIES ON AN "AS IS" BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY OR OPERATION OF THIS SITE, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS SITE. ANY LIABILITY THAT COMPANY MAY HAVE FOR ANY LOSSES OR CLAIMS ARISING FROM AN INABILITY TO ACCESS THE SITE, OR FROM ANY USE OF THIS SITE OR RELIANCE ON ANY DATA OR INFORMATION OBTAINED USING THIS SITE IS EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, LOSS OF PROFIT, DATA, REVENUE OR EARNINGS.

10. DISCLAIMER OF RESPONSIBILITY FOR RESULTS

You are solely responsible for your use of the Service, including the Results, in connection with advising your clients. Your advice to your clients shall at all times be based upon your own professional judgment and you assume the entire risk of any use made of the Service and the Results in connection with such advice. Company shall have no responsibility for any decisions, analyses and/or investments by you or your clients for which any element of the Service and/or Results may be used or relied upon. Company is not and shall not be deemed to be providing investment management, supervision or advisory services to you or your clients.

