

# PRIVACY POLICY

The Lenkin Company Management, Inc. ("The Lenkin Company") respects your privacy. We provide this Privacy Policy to answer some of the questions you may have about the types of information collected from the web sites operated by The Lenkin Company and/or its subsidiaries, affiliates and/or partners (the "Sites" and collectively, "The Lenkin Company," "we" or "us") and how that information is used and disclosed. This Privacy Policy only states The Lenkin Company's privacy practices with respect to information collected online via our Sites. **By using this Site, you signify your assent to the practice described in this Privacy Policy.** This Privacy Policy is incorporated into and subject to the terms of the Terms of Use.

Any changes in our Privacy Policy will be communicated in this page so please check back from time to time. The date of the last revision or update to this Privacy Policy appears at the top of the Privacy Policy. You agree that by using the Site or the services available thereon after changes have been made to this Privacy Policy, you are agreeing to accept those changes.

## **Restricted Use**

This Site is not intended or designed to be used by children under the age of 13. We do not collect personally identifiable data from any person we know to be under the age of 13 and instruct children under 13 not to send us any information.

WITHOUT LIMITING THE GENERALITY OF THE RESTRICTIONS CONTAINED IN OUR TERMS OF USE, THIS SITE WAS CREATED IN THE UNITED STATES. IF YOU ARE NOT A RESIDENT OF THE UNITED STATES, YOU SHOULD NOT SUBMIT YOUR PERSONAL INFORMATION TO THIS SITE UNLESS YOU AGREE THAT YOUR PERSONAL INFORMATION WILL BE TREATED IN ACCORDANCE WITH UNITED STATES LAWS AND THE TERMS OF THIS PRIVACY POLICY. IF YOU HAVE ANY QUESTIONS ABOUT THE USE OF YOUR PERSONAL INFORMATION, PLEASE CONTACT OUR WEBMASTER AT BEFORE SUBMITTING YOUR PERSONAL INFORMATION.

## **Types of Information We Collect**

When we use the term "Personal Information," we mean information that can be used to identify you as an individual person. We may collect and use the following categories of Personal Information through your use of the Sites.

### Personal Information you Provide to Us:

On some of our Sites, you can order services, make requests, register to receive materials and send us communications. In order for you to access certain services and to order materials that we offer via the Site, we require you to provide us with Personal Information including contact information such as your name, mailing and e-mail addresses. We also collect any information you provide to us in any communication you send us, including completing online forms or submitting information, which we may use to fulfil your requests such as if you order materials or register to use certain services.

### Information Collected Automatically:

We use various technologies to collect other types of information that do not directly reveal your identity (“Other Information”). If we associate Other Information with Personal Information, we will treat the combined information as Personal Information in accordance with this Privacy Policy.

For example, in order to measure the usefulness and efficiency of our Site, we automatically track certain information from all visitors to our Site. This information is compiled and analysed on an aggregated basis, and we do not generally track anyone's individually identifiable information. The types of information we might track may include the Internet address that you just came from, which Internet address you go to, what browser you are using, your IP address your internet service provider, date and timestamp information, or clickstream information.

Additionally, like most interactive web sites, we use "cookies" on certain pages of our Site. "Cookies" are small data files that are stored on your hard drive and that store certain information accessible to our Site, such as your password and any information content preferences you may voluntarily set at our Site. These technologies help us recognize you, customize your experience on the Sites and analyze your use of the Sites to make them more useful to you. You are always free to decline our cookies if your browser permits, although in that case you may not be able to use certain features on our Site and you may be required to re-enter your password more frequently during a session. Most internet browsers allow you to remove or manage cookie functions and adjust your privacy and security preferences. For information on how to do this, access the “help” menu on your internet browser, or visit <http://www.aboutcookies.org/how-to-control-cookies>.

We also use analytics providers, such as Google Analytics to help us evaluate the Sites. To opt out of the aggregation and analysis of data collected about you on the Sites by Google Analytics, visit <https://tools.google.com/gaoptout> and download and install the Google Analytics Opt-out Browser Add-on.

### **Investor Accounts**

Please note that if you access your investor account through the Sites, you leave our Sites and navigate to a third party website that we do not own or control. In order to set up an investor account, we may have provided the third party website with certain account details (for example, name, email, phone number, or demographic or investment information) that you submitted to us either through the Sites or separately from your use of the Sites. By submitting such information to us for the purposes of setting up an investor account, you agree that we are permitted to share such information with our third party service providers for such purpose. This Privacy Policy does not apply to, and we are not responsible for, the practices of the third party that administers your investor account. Please refer to the privacy policy on the third party website to understand what information they may collect and how it is used.

### **Uses and Sharing of Information Collected**

We will use information collected from you for the following purposes:

- To provide you with products and services;

- To administer the Sites and their services;
- To send you information about our company or our products or services;
- To contact you to respond to your requests or inquiries, provide user support or when otherwise necessary;
- To operate our business;
- To create, improve and develop our products and services;
- To prevent, investigate or provide notice of fraud, unlawful or criminal activity or unauthorized access to or use of Personal Information, websites or data systems or to meet legal obligations;
- To investigate and resolve disputes and security issues and enforce our Terms of Use and other agreements; and
- Any other lawful, legitimate business purpose.

### **When We May Share Information with Others**

We may share your Personal Information with third parties in the ways described below and elsewhere in this Privacy Policy.

- We may provide aggregated information that does not identify you as an individual received through the Sites to third parties.
- We share your Personal Information with third party service providers who perform services on our behalf or for your benefit, such as web hosting or verifying user information.
- We may share your information with affiliated legal entities within our family of companies for purposes and uses that are consistent with this Privacy Policy.
- We may disclose your Personal Information to legal or government regulatory authorities in response to their requests for such information or to assist in investigations.
- We may disclose your Personal Information to third parties in connection with claims, disputes or litigation, when otherwise required by law, if we determine its disclosure is necessary to protect the health and safety of you or us, or to enforce our legal rights or contractual commitments you have made.
- In the event that The Lenkin Company and/or some of our assets are sold or transferred or used as security, for example, in connection with a merger, acquisition, joint venture, or financing or sale of assets, the information collected on our Sites may be transferred to third parties as part of that
- Your Personal Information may be disclosed in the event of our insolvency, bankruptcy or receivership.

### **User Choice Regarding Collection, Use and Distribution of Personal Information**

You may choose not to provide us with any individually-identifiable information. In such an event, you may not be able to access and use those portions of our Sites that require your individually-identifiable information.

### **User Ability to Access, Update and Correct Personal Information**

If you do not want to receive email or other mail from us or if you wish to check your information that we have in our possession, please email us at [contactus@lenkin.com](mailto:contactus@lenkin.com) . Such requests will likely take at least 4 to 6 weeks to process. If you are a registered

user with an issued password, it may be possible for you to review your profile and update your information via this Site, though we may discontinue that feature without notice to you. We may retain in our files information you have requested to remove in some circumstances, such as to resolve disputes, troubleshoot problems, enforce our Terms of Use and comply with legal obligations and data retention policies. Further, such prior information is never completely removed from our databases due to technical constraints and the fact that we back up our systems. Therefore, you should not expect that all of your information will be completely removed from our databases in response to your requests.

### **Other Limits to Your Privacy**

Our Sites contain links to other web sites operated by third parties. We are not responsible for the privacy practices or the content of such other web sites. Please be aware that these other web sites may collect information about you and have privacy practices that may differ from those of The Lenkin Company. This Privacy Policy does not apply to, and we are not responsible for, the practices of any third party that collects your personal information. We encourage you to review the privacy policies of those third parties to learn about their information collection and use practices.

### **How to Contact Us**

If you have any questions about this Privacy Policy or other privacy-related matters, you may contact us in the following ways;

Email: [contactus@lenkin.com](mailto:contactus@lenkin.com)

Mailing Address: 5101 Wisconsin Ave NW, 5<sup>th</sup> Floor, Washington DC 20016

Phone Number: +1-301-654-2100

## **TERMS OF USE**

### **Use and Acceptance**

This web site (the "Site"), and any tools and/or services offered and/or provided by The Lenkin Company and/or its subsidiaries, affiliates and/or partners (collectively, "The Lenkin Company," "we" or "us") through or as a result of your use of this Site (collectively, the "Services"), are offered to you conditioned upon your acceptance without modification of the terms, conditions and notices contained herein and in our Privacy Policy, which is incorporated herein by reference (collectively, the "Terms of Use"). The Lenkin Company may also require that you agree to other specific terms and conditions at the time you use or sign up for certain Services. Those other terms and conditions are incorporated herein by reference. Your use of this Site or of any Services constitutes your agreement to all such terms, conditions and notices. **Please read these Terms of Use carefully. This document affects your legal rights, including limiting your damages if you sue us. If you do not agree to these Terms of Use, you may not use this Site or any Services offered or provided through this Site.**

Nothing contained in these Terms of Use is intended to modify or amend any other written agreement you may currently have with us (including without limitation any customer agreement, participation agreement, partnership agreement or account agreement) (“Other Agreements”). In the event of any inconsistency between these Terms of Use and any Other Agreements, the Other Agreements will govern.

### **Modification**

The Lenkin Company may, in its sole discretion, update and change these Terms of Use from time to time without notice to you. You should review these Terms of Use each time you use this Site or a Service to make sure you are still in agreement to abide by them. You agree that by using this Site or Services or engaging in any of the activities described in these Terms of Use after changes have been made to these Terms of Use, you are agreeing to accept and comply with those changes. The date of the last revision or update to these Terms of Use appears at the top of the Terms of Use.

### **Authority**

You represent that you have the legal right and ability to agree to these Terms of Use and that you will use this Site, the Services, and any products or services received as a result of your use of the Services in a manner consistent with these Terms of Use.

### **Authorized Use and Restrictions on Use, Copyrights and Trademarks**

This Site and the Services may contain copyrighted works and trademarks and other proprietary material owned or used by The Lenkin Company or its content providers. If no restrictions are displayed, you may download, view and copy the information available from this Site for non-commercial personal or educational purposes only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear, on the pages copied. However, except as stated above, you may not copy, reproduce, publish, post, transmit, display, store, sublicense, transfer or distribute material or images from this Site without the express written permission of The Lenkin Company and/or its content providers. You may not modify, alter, revise, paraphrase, omit, or change any material or images on or from this Site without the express written permission of The Lenkin Company and/or its content providers. You may not create derivative works, whether based in whole or in part upon the information on this Site or any portion thereof, except as expressly authorized. You may not modify, amend, reduce the size of or in any way obliterate any warning, notice, liability limitation, or other license provision in material or images on or from the Site or Services and provided by The Lenkin Company for itself or other content providers. You may not assign, sublicense, transfer, pledge, lease, rent or share your rights under these Terms of Use, unless otherwise agreed to in writing by The Lenkin Company. Nothing contained on this Site and/or the Services should be construed as granting, by implication, estoppel or otherwise, any license or right in and to The Lenkin Company trademarks or copyrighted material of The Lenkin Company or any third party without the express written permission of the applicable party. You also agree not to use the Site and/or Services for any unlawful purpose. You agree to comply with reasonable written requests by The Lenkin Company to protect the information providers' and The Lenkin Company's respective rights in the information contained in this Site and/or as a part of the Services.

Furthermore, you may not

- engage in any conduct which violates these Terms of Use;
- engage in any conduct that restricts or inhibits any other user from using or enjoying the Site;
- engage in any conduct that may constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law;
- attempt to decompile, reverse engineer, disassemble or otherwise attempt to extract to discover the source code of the Site or any part thereof, except and only to the extent such activity is expressly permitted by applicable law notwithstanding this limitation;
- use the Site in any manner that could damage, disable, overburden or impair the Site or interfere with the proper functioning of the Site, including making automated use of the Site or take any action that The Lenkin Company deems to impose or potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure; or
- use another user's username and password without permission.

The Lenkin Company reserves the right to prohibit access to and/or take legal action with respect to any individual or entity engaging in any conduct in violation of this Agreement. Please note that unauthorized entry (commonly referred to as hacking) into any portion of the Site may constitute a crime under state and/or federal law. The Lenkin Company will prosecute these violations to the fullest extent permitted by law.

#### **Limitation of Liability**

BY ACCESSING THIS SITE AND/OR USING OR RECEIVING ANY SERVICES, YOU AGREE TO HOLD HARMLESS AND WAIVE ALL CLAIMS AGAINST THE LENKIN COMPANY AND ALL THIRD PARTY CONTENT PROVIDERS REGARDING THE INFORMATION PROVIDED ON THIS SITE AND ANY INFORMATION RECEIVED BY YOU AS A RESULT OF USING THE SERVICES, AND ANY USE BY YOU OF SUCH INFORMATION. YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE LENKIN COMPANY, ITS AFFILIATES OR ANY OF ITS OUR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS SITE OR ITS CONTENTS OR SERVICES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, GOOD WILL, BUSINESS INTERRUPTION, USE, DATA, EQUIPMENT OR OTHER INTANGIBLE LOSSES HOWEVER CAUSED (EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT OR ARISE FROM (1) THE USE OF OR INABILITY TO USE THIS SITE OR ANY SERVICES (2) THE CONSEQUENCES OF ANY DECISION MADE OR ACTION OR NON-ACTION TAKEN BY YOU OR BY ANYONE TO WHOM YOU COMMUNICATE SUCH INFORMATION, OR FOR ANY ERRORS BY YOU IN COMMUNICATING SUCH INFORMATION; (3) THE COST OF SUBSTITUTE GOODS OR SERVICES; OR (4) ANY OTHER MATTER RELATING TO THE CONTENT, SERVICES, OR DISTRIBUTION OF SERVICES THROUGH THIS SITE. THE LENKIN COMPANY

SHALL NOT BE LIABLE FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY USE OF ANY PRODUCT, INFORMATION, PROCEDURE, OR SERVICE OBTAINED THROUGH THIS SITE.

THE LENKIN COMPANY'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE OR CLAIM RELATED TO THESE TERMS OF USE, ANY SERVICES, OR THE PRIVACY POLICY IS YOUR CESSATION OF THE USE OF THIS SITE AND/OR ANY AND ALL SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

THE LENKIN COMPANY CANNOT AND WILL NOT ASSUME ANY LIABILITY FOR UNAUTHORIZED OR FRAUDULENT USE OF THIS SITE AND ANY SERVICES.

### **Indemnification**

AS A CONDITION OF YOUR USE OF THE SITE AND/OR SERVICES, YOU AGREE TO INDEMNIFY AND HOLD THE LENKIN COMPANY, ITS AFFILIATES AND ALL THIRD PARTY CONTENT PROVIDERS WHICH PROVIDE CONTENT FOR THIS SITE AND/OR THE SERVICES (EITHER THROUGH LINKS OR OTHERWISE), HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF CONTENT YOU SUBMIT, POST TO OR TRANSMIT THROUGH THIS SITE, YOUR USE OF THE SITE OR THE SERVICES, YOUR CONNECTION TO THE SITE, YOUR VIOLATION OF THE TERMS OF USE, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER USER.

### **Disclaimers**

SOME OF THE CONTENT ON THIS SITE AND/OR THE SERVICES MAY BE PROVIDED BY THIRD PARTY CONTENT PROVIDERS AND USERS. THE LENKIN COMPANY HAS NO EDITORIAL CONTROL OVER SUCH CONTENT. ANY OPINIONS, ADVICE, STATEMENTS, SERVICES, OFFERS OR OTHER INFORMATION GIVEN OR PROVIDED BY THIRD PARTIES (INCLUDING MERCHANTS AND LICENSORS) ARE THOSE OF THE RESPECTIVE AUTHORS OR DISTRIBUTORS OF SUCH CONTENT AND NOT OF THE LENKIN COMPANY AND INCLUSION OF SUCH CONTENT ON THE SITE OR THE SERVICES SHALL NOT BE DEEMED TO BE AN ENDORSEMENT BY THE LENKIN COMPANY.

ALTHOUGH THE LENKIN COMPANY USES REASONABLE EFFORTS TO PROVIDE ACCURATE AND UP-TO-DATE INFORMATION THROUGH THIS SITE, THE LENKIN COMPANY AND SUCH CONTENT PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, AS TO THE ACCURACY, RELIABILITY, SECURITY, AVAILABILITY, TIMELINESS OR COMPREHENSIVENESS OF CONTENT ON THIS SITE AND ANY SERVICE. THE INFORMATION CONTAINED ON THIS SITE AND ANY SERVICE IS PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LENKIN COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO INFORMATION CONTAINED ON THIS SITE AND ANY SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE LENKIN COMPANY

DOES NOT GUARANTEE UNINTERRUPTED, "ERROR FREE" OR SECURE ACCESS TO THIS SITE AND/OR THE SERVICES. THE LENKIN COMPANY AND ITS CONTENT PROVIDERS CANNOT AND DO NOT GUARANTEE OR WARRANT THAT THE FILES AVAILABLE FOR DOWNLOADING FROM THIS SITE AND ANY SERVICE WILL BE FREE FROM INFECTIONS OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES. YOU HEREBY AGREE TO RELEASE AND HOLD HARMLESS HARBOR GROUP INTERNATIONAL FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES OR DAMAGES RELATING TO ANY DISCLAIMED WARRANTY DESCRIBED IN THESE TERMS OF USE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST OR THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THAT THESE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, SUCH DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

### **Securities Information**

THE INFORMATION PROVIDED IN ANY SERVICE OR IN THIS SITE DOES NOT CONSTITUTE INVESTMENT, TAX, FINANCIAL, LEGAL, OR OTHER ADVICE. THE LENKIN COMPANY MAKES NO REPRESENTATION REGARDING THE ACCURACY OR IMPORTANCE OF ANY SERVICES. INFORMATION RECEIVED VIA THIS SITE OR THE SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, INVESTMENT, TAX, LEGAL OR FINANCIAL DECISIONS, AND PRIOR TO THE EXECUTION OF ANY TRANSACTION BY YOU RELATED TO ANY INFORMATION YOU OBTAINED FROM THIS SITE OR THE SERVICES, YOU SHOULD CONSULT WITH YOUR FINANCIAL TAX AND INVESTMENT ADVISORS AND AN ATTORNEY, OR OTHERWISE SEEK APPROPRIATE PROFESSIONAL ADVICE TAILORED TO YOUR SITUATION. THIS SITE AND THE SERVICES ARE PUBLISHED SOLELY FOR INFORMATIONAL PURPOSES AND ARE NOT A SOLICITATION, RECOMMENDATION, ENDORSEMENT OR OFFER BY HARBOR GROUP INTERNATIONAL OR A THIRD PARTY TO BUY OR SELL ANY STOCK, MUTUAL FUND, SECURITY, OR OTHER FINANCIAL INSTRUMENT. THE INVESTMENT INFORMATION PROVIDED ON THE SITE DOES NOT ATTEMPT OR CLAIM TO BE A COMPLETE DESCRIPTION OF THE SECURITIES, MARKETS, OR DEVELOPMENTS REFERRED TO IN THE MATERIALS. ALL EXPRESSIONS OF OPINION ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE LENKIN COMPANY DOES NOT UNDERTAKE TO ADVISE ANYONE VIA THIS SITE. THE LENKIN COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES OR AGENTS MAY HAVE CLIENTS WITH POSITIONS IN SECURITIES OR COMPANIES MENTIONED ON THIS SITE, AND THE LENKIN COMPANY MAY HAVE BUSINESS RELATIONSHIPS WITH SUCH COMPANIES.

### **Severability and Waiver**

If a court determines that any portion of these Terms of Use is illegal or unenforceable, then such portion will be construed in such a manner that would make the provision valid or enforceable. If it is not possible to construe the provision in such a manner that would make it valid or enforceable, then only the term or provision that make it

unenforceable will be eliminated and the remaining Terms of Use will remain in force and effect. Any failure of The Lenkin Company to act on or enforce any provision of these Terms of Use shall not be construed as a waiver of that provision or any other provisions of these Terms of Use.

### **Entire Agreement; Jurisdiction And Choice Of Law And Forum; Arbitration**

These Terms of Use constitute your entire agreement with The Lenkin Company regarding this Site and any Services, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and The Lenkin Company with respect to the Site or the Services. These Terms of Use, the Site, the Services, and any and all claims relating thereto are governed by and construed in accordance with the laws of the District of Columbia, without giving effect to any principles of conflicts of law. You expressly and irrevocably agree that exclusive jurisdiction and venue for any claim or dispute with The Lenkin Company, its employees, contractors, officers, directors, and content providers or in any way relating to or arising from to your use of this Site and/or the Services resides in an appropriate federal or state court located in the District of Columbia, and you further irrevocably agree and expressly and irrevocably consent to the exercise of personal jurisdiction in those courts over any action brought relating to these Terms of Use, the Site, or the Services.

You agree that if any dispute should arise between you and The Lenkin Company related to or arising from your use of the Site and/or Services, you will bring your claim on an individual basis and you hereby waive your right to pursue any claim in a class action. Regardless of any statute or law to the contrary, you must commence any cause of action you may have with respect to your use of the Site and/or Services within one (1) year after the claim or cause of action arises.

You agree that The Lenkin Company, at its sole discretion, may require you to submit any disputes related to or arising from the use of this Site, the Services, and/or these Terms of Use concerning or including any disputes related to, arising from or concerning their interpretation, violation, nullity, invalidity, non-performance or termination, as well as disputes about filling gaps in this contract or its adaptability to newly arisen circumstances to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding these rules, however, such proceeding shall be governed by the laws of the state as set forth herein. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Further, the arbitrator shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by statute.

### **Submissions**

You agree to provide true, accurate, current and complete information about yourself if and when you elect to provide personal information to us. You also agree to maintain and promptly update any such information to keep it accurate. Other than personally identifiable information, which is addressed under our Privacy Policy, any and all

comments, suggestions, ideas, graphics, or other information that you transmit or post to the Site becomes and will remain the property of The Lenkin Company and may be used by The Lenkin Company anywhere, anytime and for any reason whatsoever. Except as may be provided in the Privacy Policy, any information or materials submitted to The Lenkin Company will be treated as non-confidential and non-proprietary, and The Lenkin Company will not have any obligation to use or evaluate any information we receive from you. The Lenkin Company will not have to pay you or anyone else for using any ideas or other materials that you may transmit to or post on the Site.

### **Links To Other Web Sites**

This Site provides links to other web sites operated by other entities ("Linked Sites") that we think might be of interest to our users. These links are provided strictly for convenience. Please note that when you click on one of these links and go to a Linked Site, you are be moving to another provider's web site. Such Linked Sites are not under the control of The Lenkin Company, and The Lenkin Company is not responsible for the contents or the proper operation of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The inclusion of any link does not imply endorsement by The Lenkin Company or any association with its operators. The Lenkin Company cannot control the activities of any such provider once a user leaves this Site and you acknowledge and agree that use of Linked Sites is strictly at your own risk. We encourage you to read the terms of use and privacy statements of these Linked Sites as their policies may differ from ours.

### **Usernames and Passwords**

Certain areas of the Site or Services may only be accessible to you if you have a username and password. You are solely responsible for (a) maintaining the confidentiality of the username and password and (b) all activities that occur under your username and password. If, in the process of obtaining a username and password, you provide us with any information that is untrue, inaccurate, not current or incomplete, or we have reason to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your username and password and refuse any and all current or future use of the Site and/or Services (or any portion thereof). You shall immediately notify us of any loss or theft of your password, or if the confidentiality of your password has otherwise been compromised in any way.

### **Security**

The Lenkin Company is not responsible for the security of your internet access services provider; you should review the security and privacy policies of your internet services provider carefully. Moreover, information that you retrieve via this Site may be cached or stored during your session for your convenience, therefore if others have access to your computer or your User ID and password, they may be able to access this information. In any area of the Site requiring a password, you should log off when you are done viewing information or anytime you leave your computer. The Lenkin Company is not responsible for the security or privacy of information communicated to or from such a computer. Finally, you should keep any correspondence you receive relating to this Site or the Services (including, but not limited to, your User ID, passwords, other registration information, emails, order information, or any other information) confidential and in a safe place.

## **Notice of Copyright Infringement**

The Digital Millennium Copyright Act of 1998 provides recourse for copyright owners who believe that material posted on Internet sites infringes their rights under U.S. copyright law. If you believe in good faith that items, information or other materials appearing on the Website infringe your copyright, please send us a notice containing the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activities and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material.
- Contact information for the notifying party, including name, address, telephone number, and email address.
- A statement that you have 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.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please submit this notice to us at .

## **No Investment Advice**

This Site may include forward-looking statements. All statements other than statements of historical fact are forward-looking statements (including words such as “believe,” “estimate,” “anticipate,” “may,” “will,” “should,” and “expect”). Although The Lenkin Company believes that the expectations reflected in such forward-looking statements are reasonable, The Lenkin Company can give no assurance that such expectations will prove to be correct. Various factors could cause actual results or performance to differ materially from those discussed in such forward-looking statements.

Past performance is not indicative of any specific investment or future results. Views regarding the economy, securities markets or other specialized areas, like all predictors of future events, cannot be guaranteed to be accurate and may result in economic loss to the investor.

Any information provided by the Site regarding historical market performance is for illustrative and education purposes only. Clients or prospective clients should not assume that their performance will equal or exceed historical market results and/or averages.

The material listed in this Site is current as of the date noted, and is for informational purposes only, and does not contend to address the financial objectives, situation, or specific needs of any individual investor. Any information is for illustrative purposes

only, and is not intended to serve as investment advice since the availability and effectiveness of any strategy is dependent upon your individual facts and circumstances. Results will vary, and no suggestion is made about how any specific solution or strategy performed in reality.

**Use Outside of the United States; Limited Availability**

THIS SITE WAS CREATED IN THE UNITED STATES. THIS SITE AND/OR THE SERVICES MAY NOT COMPLY WITH LEGAL REQUIREMENTS OF FOREIGN COUNTRIES. THIS SITE, THE SERVICES, AND ANY AND ALL INFORMATION OBTAINED THEREFROM ARE NOT PROVIDED TO AND MAY NOT BE USED BY ANY PERSON OR ENTITY IN ANY JURISDICTION IN VIOLATION OF APPLICABLE LAWS, RULES OR REGULATIONS. THEREFORE, NOT ALL PRODUCTS OR SERVICES DESCRIBED ON THIS SITE MAY BE AVAILABLE TO ALL PERSONS OR ENTITIES OR IN ALL JURISDICTIONS.

**Contact**

Please contact us at [contactus@lenkin.com](mailto:contactus@lenkin.com) if you have any questions about the Site, the Services or these Terms of Use.