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The Site is made available to you on an “as is” basis, without any warranties of any kind, and without any representations or guarantees.

Haber Investment Counsel and its affiliates hereby disclaim all warranties, representations and endorsements, express or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

Indemnification. Visitor agrees that in the event he causes damage to us or a third party as a result of or relating to the use of the Site, Visitor will indemnify us for, and, if applicable, defend us against, any claims for damages.

Submissions. Visitor agrees as a condition of viewing the Site, that any communication between Visitor and the Site is deemed a submission. All submissions, including portions thereof, graphics contained thereon, or any of the content of the submission, shall become the exclusive property of the Site and may be used, without further permission, for commercial use without compensation of any kind. Visitor agrees to only communicate that information to the Site, which it wishes to forever allow the Site to use in any manner as it sees fit. “Submissions” are also governed by the provisions of our Privacy Policy.

You agree and warrant that you will not post or store on, or transmit, submit or otherwise provide through, the Site any information, content or other material which (a) violates, infringes or misappropriates any intellectual property right, any right of privacy or publicity, or any other right of any person or entity, (b) is harmful, threatening, abusive, harassing, false, misleading, defamatory, vulgar, obscene, sexually explicit, profane, hateful or racially, ethnically or otherwise objectionable, or that violates any applicable law or regulation, or (c) contains any computer viruses, worms or other potentially damaging computer programs or files.

Notice. No additional notice of any kind for any reason is required to be given to Visitor and Visitor expressly acknowledges and agrees that the right to notice is waived as a condition for permission to view or interact with the Site.

Disputes. In consideration of Haber Investment Counsel allowing your viewing, using or interacting with this Site, Visitor agrees to submit any claim, dispute, or controversy (“Claim”) of any kind (whether in contract, tort or otherwise) arising out of or relating to this purchase, this product, including solicitation issues, privacy issues, and terms of use issues to binding arbitration.

Arbitration shall be conducted pursuant to the rules (the “Rules”) of the American Arbitration Association (the “AAA”) which are in effect on the date a dispute is submitted to the AAA. Information about the AAA, the Rules, and its forms are available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605. Hearing will take place in the city or county where the office of Haber Investment Counsel is located.

In no case shall the Visitor have the right to go to court or have a jury trial. Visitor will not have the right to engage in pre-trial discovery except as provided in the Rules and will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim subject to arbitration. The arbitrator’s decision will be final and binding.

The prevailing party shall be reimbursed by the other party for any and all costs associated with the dispute arbitration, including, without limitation, attorney fees, collection fees, investigation fees, travel expenses.

Jurisdiction and venue. If any matter concerning this purchase shall be brought before a court of law, pre- or post-arbitration, Visitor agrees to that the sole and proper jurisdiction to be the state and city stated in the contact information of Site unless otherwise herein specified. In the event of any litigation is in a federal court, the proper court shall be the closest federal court applicable to Haber Investment Counsel’ address.

## **Privacy Policy**

We understand that privacy online is important to users of our Site, especially when conducting business. This statement governs our privacy policies with respect to those users of the Site (“Visitors”) who visit without transacting business and Visitors who register to transact business on the Site and make use of the various services offered by Haber Investment Counsel (collectively, “Services”) (“Authorized Customers”).

“Personally Identifiable Information” refers to any information that identifies or can be used to identify, contact, or locate the person to whom such information pertains, including, but not limited to, name, address, phone number, fax number, email address, financial profiles, social security number, and credit card information. Personally Identifiable Information does not include information that is collected anonymously (that is, without identification of the individual user) or demographic information not connected to an identified individual.

What Personally Identifiable Information is collected? We may collect basic user profile information from all of our Visitors. We collect the following additional information from our Authorized Customers: the names, addresses, phone numbers and email addresses of Authorized Customers, the nature and size of the business, and the nature and size of the advertising inventory that the Authorized Customer intends to purchase or sell.

What organizations are collecting the information? In addition to our direct collection of information, our third party service vendors (such as credit card companies, clearinghouses and banks) who may provide such services as credit, insurance, and escrow services may collect this information from our Visitors and Authorized Customers. We do not control how these third parties use such information, but we do ask them to disclose how they use personal information provided to them from Visitors and Authorized Customers. Some of these third parties may be intermediaries that act solely as links in the distribution chain, and do not store, retain, or use the information given to them.

How does the Site use Personally Identifiable Information? We use Personally Identifiable Information to customize the Site, to make appropriate service offerings, and to fulfill buying and selling requests on the Site. We may email Visitors and Authorized Customers about research or purchase and selling opportunities on the Site or information related to the subject matter of the Site. We may also use Personally Identifiable Information to contact Visitors and Authorized Customers in response to specific inquiries, or to provide requested information.

With whom may the information may be shared? Personally Identifiable Information about Authorized Customers may be shared with other Authorized Customers who wish to evaluate potential transactions with other Authorized Customers. We may share aggregated information about our Visitors, including the demographics of our Visitors and Authorized Customers, with our affiliated agencies and third party vendors. We also offer the opportunity to “opt out” of receiving information or being contacted by us or by any agency acting on our behalf.

How is Personally Identifiable Information stored? Personally Identifiable Information collected by Haber Investment Counsel, (“Haber Investment Counsel”) is securely stored and is not accessible to third parties or employees of Haber Investment Counsel except for use as indicated above.

What choices are available to Visitors regarding collection, use and distribution of the information? Visitors and Authorized Customers may opt out of receiving unsolicited information from or being contacted by us and/or our vendors and affiliated agencies by responding to emails as instructed, or by contacting us at [operations@haberinvestment.com](mailto:operations@haberinvestment.com).

Are Cookies Used on the Site? Cookies are used for a variety of reasons. We use Cookies to obtain information about the preferences of our Visitors and the services they select. We also use Cookies for security purposes to protect our Authorized Customers. For example, if an Authorized Customer is logged on and the site is unused for more than 10 minutes, we will automatically log the Authorized Customer off.

How does Haber Investment Counsel use login information? Haber Investment Counsel uses login information, including, but not limited to, IP addresses, ISPs, and browser types, to analyze trends, administer the Site, track a user’s movement and use, and gather broad demographic information.

What partners or service providers have access to Personally Identifiable Information from Visitors and/or Authorized Customers on the Site? Haber Investment Counsel has entered into and will continue to enter into partnerships and other affiliations with a number of vendors. Such vendors may have access to certain Personally Identifiable Information on a need to know basis for evaluating Authorized Customers for service eligibility. Our privacy policy does not cover their collection or use of this information. Disclosure of Personally Identifiable Information to comply with law. We will disclose Personally Identifiable Information in order to comply with a court order or subpoena or a request from a law enforcement agency to release information. We will also disclose Personally Identifiable Information when reasonably necessary to protect the safety of our Visitors and Authorized Customers.

How does the Site keep Personally Identifiable Information secure? All of our employees are familiar with our security policy and practices. The Personally Identifiable Information of our Visitors and Authorized Customers is only accessible to a limited number of qualified employees who are given a password in order to gain access to the information. We audit our security systems and processes on a regular basis. Sensitive information, such as credit card numbers or social security numbers, is protected by encryption protocols in place to protect information sent over the Internet. While we take commercially reasonable measures to maintain a secure site, electronic communications and databases are subject to errors, tampering and break-ins, and we cannot guarantee or warrant that such events

will not take place and we will not be liable to Visitors or Authorized Customers for any such occurrences.

How can Visitors correct any inaccuracies in Personally Identifiable Information? Visitors and Authorized Customers may contact us to update Personally Identifiable Information about them or to correct any inaccuracies by emailing us at [operations@haberinvestment.com](mailto:operations@haberinvestment.com)

Can a Visitor delete or deactivate Personally Identifiable Information collected by the Site? We provide Visitors and Authorized Customers with a mechanism to delete/deactivate Personally Identifiable Information from the Site's database by contacting Haber Investment Counsel. However, because of backups and records of deletions, it may be impossible to delete a Visitor's entry without retaining some residual information. An individual who requests to have Personally Identifiable Information deactivated will have this information functionally deleted, and we will not sell, transfer, or use Personally Identifiable Information relating to that individual in any way moving forward.

What happens if the Privacy Policy Changes? We will let our Visitors and Authorized Customers know about changes to our privacy policy by posting such changes on the Site. However, if we are changing our privacy policy in a manner that might cause disclosure of Personally Identifiable Information that a Visitor or Authorized Customer has previously requested not be disclosed, we will contact such Visitor or Authorized Customer to allow such Visitor or Authorized Customer to prevent such disclosure.

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