

Maryland Financial Investors, Inc. Website and Investor Portal Terms of Service

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I. INTRODUCTION

These Terms of Service are an agreement between you (“**You**,” “**Investor**,” or “**User**”) and Maryland Financial Investors, Inc. (“**MFI**,” “**We**,” or “**Us**”), which owns and operates the website at mfimanagement.com (the “**Site**”) and the Investor-only private portal associated with the Site (the “**Investor Portal**”). These Terms of Service govern your access and use of the Site and Investor Portal and related interactive features, applications, and their respective contents (collectively, the “**Services**”). By using the Services, you agree to be bound by the terms and conditions contained in these Terms of Service. If you do not agree to the terms and conditions contained in these Terms of Service, you may not access or otherwise use the Services.

We may, in our sole discretion, modify these Terms of Service with or without notice to you. The “Last Updated” date at the top of these Terms of Service will indicate when the latest modifications were made. By continuing to access and use the Services after these Terms of Service have been modified, you are agreeing to such modifications. Therefore, you should review these Terms of Service prior to each use of the Services. In addition, when using particular services or features, you shall be subject to any posted guidelines or policies applicable to such services, features or purchases that may be posted from time to time. All such guidelines or policies are hereby incorporated by reference into these Terms of Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SERVICE. THESE TERMS OF SERVICE INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THE SERVICE TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. THE DISPUTE RESOLUTION/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THESE TERMS OF SERVICE ALSO INCLUDE A JURY WAIVER.

II. CONNECTIVITY, COMMUNICATIONS, PRIVACY

Normal carrier charges and taxes may apply to any content you obtain from the Services. MFI is not responsible for any surcharges you incur from your telephone or internet service provider as a result of the use of the Services.

You expressly agree that, as part of the Services, you may receive communications by email. You may stop receiving emails by clicking the unsubscribe links contained in such emails or by emailing your request to opt out to investorinfo@mfimanagement.com.

Use of the Services is subject to the terms of our Privacy Policy, which is hereby incorporated into and made part of these Terms of Service. Please carefully review our Privacy Policy. By using the Services, you acknowledge that you have read, and you agree to be bound by, the terms of our Privacy Policy. We reserve the right, and you authorize us, to use information regarding your use of the Services and any other personal information provided by you in accordance with our Privacy Policy. You further acknowledge and agree that any disputes related to the Privacy Policy, including any breaches in security or privacy, will be subject to the limitations on liability and dispute resolution provisions contained in these Terms of Service.

III. COPYRIGHT; TRADEMARKS

You acknowledge that all materials on the Site and Investor Portal, including the Services' design, graphics, text, sounds, pictures, videos, software and other files and the selection and arrangement thereof (collectively, "**Materials**"), are the property of MFI or its licensors, and are subject to and protected by United States and international copyright and other intellectual property laws and rights. You will not obtain any ownership interest in the Materials or the Services through these Terms of Service or otherwise. All rights to Materials not expressly granted in these Terms of Service are reserved to their respective copyright owners. Except as expressly authorized by these Terms of Service or on the Services, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of MFI or the respective copyright owner. MFI authorizes you to view and download the Materials only for personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices contained in the original Materials. You may not modify or adapt the Materials in any way or otherwise use them for any public or commercial purposes. The trademarks, service marks, trade names, trade dress and logos (collectively, "**Marks**") contained or described on the Services (including, without limitation, any marks associated with any products available on the Service) are the sole property of MFI and/or its licensors and may not be copied, imitated or otherwise used, in whole or in part, without the prior written authorization of MFI and/or licensors. In addition, all page headers, custom graphics, button icons and scripts are Marks of MFI and may not be copied, imitated or otherwise used, in whole or in part, without the prior written authorization of MFI. MFI will enforce its intellectual property rights to the fullest extent of the law.

IV. LINKS; THIRD PARTY WEBSITES

Links on the Services to third party websites may be provided as a convenience to you. If you use these links, you will leave the Services. Your dealings with third parties through links to such third party websites are solely between you and such third parties. You agree that MFI will not be responsible or liable for any content, goods or services provided on or through these outside websites or for your use or inability to use such websites. You use these links at your own risk. You are advised that other websites on the Internet, including third party websites linked from the Services, might contain material or information that some people may find offensive or inappropriate; or that is inaccurate, untrue, misleading or deceptive; or that is defamatory,

libelous, infringing of others' rights or otherwise unlawful. MFI expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any third party website or application.

Without limiting the foregoing, your correspondence or business dealings with, participation in promotions of or purchases from third-parties found on or through the use of the Services, including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that MFI shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties on the Services.

V. DISCLAIMER; LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND THE MATERIALS CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS OF SERVICE, MFI AND IT OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES, VENDORS AND BUSINESS PARTNERS (COLLECTIVELY, "**MFI AND ITS AFFILIATED PARTIES**") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS OF SERVICE, MFI AND ITS AFFILIATED PARTIES MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, YOUR MOBILE DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MFI AND ITS AFFILIATED PARTIES ON OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

ALL SERVICES OBTAINED ON OR THROUGH THE SERVICE ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE DISTRIBUTORS AND/OR SUPPLIERS, IF ANY. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, MFI AND ITS AFFILIATED PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, ANY

IMPLIED WARRANTIES, WITH RESPECT TO THE SERVICES LISTED ON OR THROUGH THE SERVICES.

MFI AND ITS AFFILIATED PARTIES SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING ANY LIABILITY (I) AS A PUBLISHER OF INFORMATION; (II) FOR ANY INCORRECT OR INACCURATE INFORMATION; (III) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA; (IV) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (VI) FOR ANY OTHER MATTER RELATING TO THE SERVICES OR ANY THIRD PARTY WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MFI AND YOU. THE INFORMATION AND SERVICES OFFERED ON AND THROUGH THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, THE SOLE AND ENTIRE MAXIMUM LIABILITY OF MFI AND AFFILIATED PARTIES FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OR CLAIM WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO MFI FOR ANY INFORMATION OR SERVICE. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID MFI ANY AMOUNTS FOR ANY INFORMATION OR SERVICE PRIOR TO THE DATE ON WHICH YOU FIRST ASSERT ANY CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH MFI IS TO STOP USING THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

VI. INDEMNIFICATION

You agree to indemnify, defend and hold harmless MFI and its Affiliated Parties against all claims, demands, causes of action, losses, expenses, damages and costs, including any reasonable attorneys' fees, resulting or arising from or relating to your use of the Services, your breach of these Terms of Service, your infringement or violation of any rights of another, or termination of your access to the Services.

VII. SERVICE USAGE

If you provide information through the Services, you agree to provide true, accurate, current and complete information about yourself as prompted by the Services. If you provide any information that is false, inaccurate, outdated or incomplete, or MFI has reasonable grounds to suspect that such information is false, inaccurate, outdated or incomplete, MFI has the right to prohibit any and all current or future use of the Services (or any portion thereof) by you.

You agree to use the Services only for lawful purposes, and that you are responsible for your use of the Services. You agree not to use the Services in any manner that interferes with its normal operation or with any other user's use and enjoyment of the Services.

You further agree that you will not access the Services by any means except through the interface provided by MFI for access to the Services. Running or displaying the Services or any information or material displayed on the Services in frames or through similar means on another website or application without the prior written authorization of MFI is prohibited. Any permitted links to the Services must comply with all applicable laws, rules, and regulations. You agree that you shall not disturb or interfere with the operation of the Services in any manner including without limitation by imposing an unreasonable or disproportionate burden on the network, software or hardware infrastructure of the Services.

VIII. MODIFICATION AND TERMINATION

These Terms of Service are effective unless and until terminated by either you or MFI. You may terminate these Terms of Service at any time, provided that you discontinue any further use of the Services. MFI also may terminate or suspend these Terms of Service, at any time, without notice, and accordingly deny you access to the Services, for any reason, including without limitation, if in MFI's sole discretion you fail to comply with any term or provision of these Terms of Service or your use is harmful to the interests of another user or MFI and its Affiliated Parties. Upon any termination of these Terms of Service by either you or us, you must destroy all materials downloaded or otherwise obtained from the Services, as well as all copies of such materials, whether made under these Terms of Service or otherwise.

MFI reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. Except as otherwise expressly stated in these Terms of Service, you agree that MFI and its Affiliated Parties shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Services.

You agree that MFI may terminate or suspend your access to all or part of the Services, without notice, for any conduct that MFI, in its sole discretion, believes is in violation of these Terms of Service or any applicable law or is harmful to the interests of another user or MFI and its Affiliated Parties.

IX. APPLICABLE LAW; JURISDICTION; DISPUTE RESOLUTION

(a) The Services are controlled and operated by MFI from within the United States of America. MFI makes no representations or warranties that the content or materials of the Services are appropriate or lawful in any foreign countries, or that any items or applications offered for sale or download through links on the Services will be available outside the United States. Visitors who use the Services and reside outside the United States do so on their own initiative and are responsible for compliance with all laws, if and to the extent local laws are applicable. You agree that you will not access the Services from any jurisdiction where they are prohibited by law, and that you, and not MFI and its Affiliated Parties, are responsible for compliance with any applicable local laws.

(b) These Terms of Service shall be governed by the laws of the United States and the State of Maryland, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. The parties agree that any claim or dispute one party has against the other party arising under or relating to these Terms of Service (including claims in contract, tort, strict liability, statutory liability, or other claims) that is not resolved under Section IX(c) of these Terms of Service must be resolved exclusively by a court of competent jurisdiction, federal or state, located in the state of Maryland, and no other court. Each party agrees to submit to the personal jurisdiction of such courts and to accept service of process from them.

(c) It is MFI's goal that the Services meet your expectations. However, there may be instances when you have a problem or dispute that needs special attention. In those instances, MFI is committed to working with you to reach a reasonable resolution that satisfies you; however, we can only do this if we know about and understand your issue. Therefore, for any problem or dispute that you may have with MFI, you acknowledge and agree that you will first give MFI an opportunity to resolve your problem or dispute. This includes you first sending a written description of your problem or dispute using the following email address: investorinfo@mfimanagement.com.

You then agree to negotiate with MFI in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after MFI's receipt of your written description of it, you agree to the further dispute resolution provisions below.

(d) You agree that the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of the Service or these Terms of Service, shall be final and binding arbitration, except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate MFI's or any third party patent, copyright, trademark, trade secret, privacy or publicity rights, in which case you acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought by MFI and/or the applicable third party(ies). You and we acknowledge that these Terms of Service affect interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under these Terms of Service (despite any other choice of law provision).

Arbitration under these Terms of Service shall be conducted by the American Arbitration Association (the “**AAA**”). For claims of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply; for claims over \$75,000, the AAA’s Commercial Arbitration Rules will apply. The AAA rules are available at www.adr.org. You and we agree to pay our own other fees, costs, and expenses, including those for any attorneys, experts, and witnesses. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys’ fees.

YOU HAVE A RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT. IF YOU DO NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO ANY PARTICULAR INTERACTION WITH THE SITE OR THE SERVICE, THEN WITHIN THIRTY (30) DAYS FROM THE DATE OF SUCH INTERACTION, YOU MAY OPT OUT OF THIS PART OF THESE TERMS OF SERVICE BY SENDING AN EMAIL TO investorinfo@mfimanagement.com. Any opt-out received after the thirty (30) day time period will not be valid and you must pursue your claim via arbitration pursuant to these Terms of Service.

To the fullest extent permitted by applicable law, NO ARBITRATION OR OTHER CLAIM UNDER THESE TERMS OF SERVICE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SITE OR THE SERVICES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED.

WE BOTH AGREE THAT, WHETHER ANY CLAIM IS IN ARBITRATION OR IN COURT, YOU AND MFI BOTH WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES BETWEEN US.

X. SEVERABILITY; INTERPRETATION

If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions shall not be affected. When used in these Terms of Service, the term “including” shall be deemed to be followed by the words “without limitation.”

XI. ENTIRE AGREEMENT

These Terms of Service, including the Privacy Policy and other policies incorporated herein, constitutes the entire and only Agreement between MFI and each user of the Services with respect to the subject matter of these Terms of Service and supersedes any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of these Terms of Service.

XII. MISCELLANEOUS

The failure of MFI and its Affiliated Parties to insist upon strict adherence to any term of these Terms of Service shall not constitute a waiver of such term and shall not be considered a waiver

or limit that party's right thereafter to insist upon strict adherence to that term or any other term of these Terms of Service.

The "Disclaimer; Limitation of Liability" provisions of these Terms of Service are for the benefit of MFI and its Affiliated Parties as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

XIII. CONTACT INFORMATION

If you have any comments, questions, or complaints regarding these Terms of Service or the Services, or wish to report any violation of these Terms of Service, please contact us at investorinfo@mfimanagement.com. We will address any issue to the best of our abilities as soon as possible.