

SUBSCRIBE

# Terms of Use

# Terms of Use

## Introduction

This Web Page details the terms of a legal agreement (the “Legal Notice”) between you and Strategic Alternative Funds Group, LLC, also acting on behalf of its affiliates, (collectively “SAF”). By accessing or using this website, currently located at [www.subscribeplatform.com](http://www.subscribeplatform.com), or any Content (as defined below) you acknowledge and irrevocably represent that you have read and understood the Legal Notice and you voluntarily and irrevocably accept and agree to be bound by the Legal Notice. You also agree to comply with all laws and regulations applicable to the use of this website, the use of the internet, and to the activities involved in using this website.

If you do not agree with these Legal Notice, do not use this website. If you, or the entity through which you were provided a log-in ID and password, subscribed to certain content or services found on this website by way of executing a written agreement (“Agreement”) and/or addenda (“Addenda”), then these Legal Notice shall be supplemental to such Agreement or Addenda, and use of this website is subject the terms of the Agreement and/or Addenda in addition to these Legal Notice. By accessing this website, you acknowledge that you have read and are bound by the Agreement and Addenda (if you require a copy of the Agreement and/or Addenda please contact your company’s contract administrator).

SAF reserves the right to vary, amend, remove or add to the Legal Notice at any time. Such modifications shall be effective immediately. Your continued access and use of the website and Content following the posting of modifications to the Legal Notice shall constitute your acknowledgment and acceptance of such modifications. If, at any time, you do not wish to accept the Legal Notice, you must immediately cease to access or use the website and all Content. Any additional terms, conditions or modifications to these Legal Notice that are proposed by you shall be of no force or effect unless and until expressly agreed to by SAF in writing.

## 1. License

You acquire absolutely no rights or licenses in or to the website and any text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, audio, video, artwork, computer code, information, data and material therein (collectively, the “Content”) other than the limited right to utilize the website and Content for your own personal, internal, non-commercial purposes in accordance with these Legal Notice.

## 2. Restrictions on Use

You will not in connection with your use of this website and all content therein: (a) violate any applicable local, state, national or international law, statute, ordinance, rule or

regulation, including without limitation those relating to competition or antitrust; (b) interfere with or disrupt the computer networks of SAF or attempt to do so; (c) forge headers or in any manner manipulate identifiers in order to disguise the origin of any information; (d) download, upload, post, transmit, publish, or distribute any material that infringes, violates, breaches or otherwise contravenes the rights of SAF or any third party, including any copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (e) interfere with or disrupt the use of the website by any other customer or user or reverse look-up, trace or seek to trace any information on any other user of or visitor to the website, or any other customer of SAF, including any SAF account not owned by you; (f) probe, scan or test the vulnerability of the website or any network connected to the website or attempt to gain unauthorized entry or access to the computer systems of any other person or entity; (g) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the website or SAF's systems or networks, or any systems or networks connected to the website or to SAF; or (h) download, upload, post, transmit, publish or distribute any material or information that constitutes or encourages conduct that would constitute a criminal offence, give rise to other liability, or otherwise violate applicable law.

You may not use any linking, deep-linking, framing or page-scraping technology, robots, spiders or other automatic devices, programs, algorithms or methodologies, or any similar or equivalent manual processes, to access, acquire, copy, distribute, display or monitor any portion of the website or any content, or in any way reproduce or circumvent the navigational structure or presentation of the website or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the website.

Unless provided otherwise in any addendum, you hereby agree and acknowledge that you are expressly prohibited from: (i) making available all or any portion of the content to any other person or entity, except as expressly permitted in this Legal Notice or in an addendum; (ii) creating derivative works from the content; and (iii) using the content in the provision of any services to third parties. In addition, you shall not distribute, transfer, sublicense, rent, lend, transmit, sell, re-circulate, repackage, assign, lease, resell, publish, copy, translate, convert, decompile, reverse engineer, alter, enhance, disassemble, modify, or change all or any portion of the content.

You shall not use the content to develop, support, create or provide pricing for: (i) any database or product that competes directly with the content or any other SAF product or service offered in the marketplace or would create a functional substitute for any such SAF products or content; or (ii) any index (e.g. any composite financial index).

You may download and use certain content that is purposely and expressly made available by SAF for downloading from the website (such as product sheets or articles), provided that you: (i) do not remove any proprietary notice or disclaimer language in any copies of such documents, (ii) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (iii) make no modifications to any such information, and (iv) do not make any representations or warranties relating to same.

### **3. Modification of Website and Content**

The website and Content are subject to modification by SAF to reflect statistical, technical, administrative, market-based or similar changes that SAF determines in good faith are required or desirable. SAF also may make changes to any products or services offered on the website, or to the applicable prices for any such products or services, at any time, without notice.

### **4. No Advice**

The Content is intended only for professionals in the financial markets and is not, and should not be construed as financial, legal or other advice of any kind, nor should it be regarded as an offer or as a solicitation of an offer to buy, sell or otherwise deal in any investment. You may not use the Content in, or generate based on the Content, any advice, recommendations, guidance, publications or alerts made available to your clients or other third parties. Nothing in the Content constitutes a solicitation by SAF of the purchase or sale of loans, securities or any investment.

### **5. Delivery and Security**

You shall solely be responsible for any and all necessary equipment and connections from your own computer systems to the SAF systems that will allow for access to the website and delivery of the Content. SAF shall have no responsibility for any such equipment or connections. You shall ensure that you have implemented security systems and procedures to prevent the unauthorized access to or misuse or disruption of the website or Content.

### **6. Intellectual Property**

The ownership and intellectual property rights of the website including all Content, models, software, information, data, documentation, computer programs, systems, customizations, enhancements thereto, and the design, structure, selection, coordination, expression “look and feel” and arrangement of the Content, and enhancements, modifications or additional Content thereto shall be the sole and exclusive property of SAF (or the relevant affiliate of SAF or Data Provider (as defined below), as the case may be) and you shall not: (i) copy such material for any purpose (including by reverse engineering) or disclose it to any third party for any purpose whatsoever; (ii) by act or omission infringe upon SAF’s intellectual property rights in the website or Content. You acknowledge that the website, was developed, compiled, prepared, revised, selected and arranged by SAF and others (including certain third party information sources (each a “Data Provider”)) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and constitute valuable intellectual property and trade secrets of SAF or such relevant Data Provider.

You hereby agree to use commercially reasonable efforts to protect the proprietary rights of SAF and/or SAF’s affiliates or the relevant Data Provider in the website and Content. You irrevocably agree and acknowledge that, as between you and SAF, the website and Content, as may be amended from time to time, is the sole and exclusive property of SAF, and shall not be considered works for hire. You shall honor and comply with all reasonable

written requests made by SAF to protect its contractual, statutory and common law rights in the website and Content. You agree to notify SAF in writing promptly upon becoming aware of any unauthorized use of the website or Content or any claim that any or all of the website or Content infringes upon or constitutes any unlawful use of any copyright, database right, trademark, or other proprietary, intellectual property, contractual, statutory or common law rights of a third party.

**Trade Marks:** SAF, graphics, logos, designs, page headers, button icons, scripts, and other service names are the trademarks and trade names of SAF. You shall not use any of SAF's trademarks, trade names or service marks in any manner, and in no event in a manner accessible by or available to any third party. You acknowledge that you have no ownership or license rights in or to any of these names or marks.

**Copyright:** The website and Content is protected as a collective work or compilation under UK copyright, U.S. copyright and other laws and treaties. All data, information, articles, columns and other elements making up the Content are copyrighted works and SAF hereby reserves all rights.

**Copyright Infringement Claims:** We respect the intellectual property rights of others and require that the people who use the website do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to SAF's Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2) (the "DMCA"), named below:

- Your address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

**Copyright Agent:** SAF, 902 Broadway, Suite 1611, New York, NY 10010 Attention: Legal Department

## 7. Privacy Policy

Please review the Privacy and Cookie Policy, which also governs your visit to and use of this website.

## 8. Links to Third Party Websites & Linking and Framing

The website may contain links to websites of third parties. These links are provided to you as a convenience, and SAF is not responsible for the content of any linked website. In

addition, a link to any non-SAF website does not imply that SAF endorses or accepts any responsibility for the content or use of such a website.

SAF does not object to links on third-party sites to the homepage of the Site in an appropriate context. However, “framing” or “mirroring” the Site or any of its content is prohibited without the prior written consent of SAF. The Site may provide links to other sites or resources available on the Internet. Because SAF has no control over such sites and resources, you acknowledge and agree that SAF is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that SAF shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## **9. Other SAF Services**

SAF may provide you with access to SAF services through links and/or dedicated frames (collectively, “Other SAF Services”) from this website. For example, you may have access to a Toolbar provided by our SAF Hub service that allows you, amongst other things, to navigate data and content on both SAF and third party websites.

Your use of Other SAF Services shall be governed by any applicable Legal Notice and privacy policies. We recommend you review those before using Other SAF Services.

## **10. Log-in**

You acknowledge that log-on access codes and passwords that are provided to you are for your use only and may not be shared. You shall ensure that your log-on access code and password is kept confidential. You agree to accept sole responsibility for the use and protection of the log-on access codes and passwords provided to you, including protecting the confidentiality of such passwords. You shall use commercially reasonable efforts to prohibit or cease any unauthorized access to the website or Content.

## **12. Disclaimer of Warranties and Limitation of Liability**

**Disclaimer of Warranties.** THE WEBSITE AND CONTENT PROVIDED TO YOU BY SAF SHALL BE ON “AS IS” BASIS. NEITHER SAF, ITS AFFILIATES NOR ANY DATA PROVIDER MAKE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE WEBSITE OR CONTENT OR AS TO THE RESULTS TO BE ATTAINED BY YOU OR OTHERS FROM THE USE OF THE CONTENT. YOU HEREBY ACKNOWLEDGE THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND THAT IT HAS NOT RELIED UPON ANY WARRANTY, GUARANTY OR REPRESENTATION MADE BY SAF, ITS AFFILIATES OR ANY DATA PROVIDER, EXCEPT THE REPRESENTATIONS MADE BY SAF SPECIFICALLY SET FORTH IN THIS LEGAL NOTICE.

**No Liability.** NEITHER SAF, ITS AFFILIATES NOR ANY DATA PROVIDER SHALL IN ANY WAY BE LIABLE TO YOU OR ANY CLIENT OF YOU FOR ANY INACCURACIES, ERRORS OR OMISSIONS, REGARDLESS OF CAUSE, IN THE CONTENT PROVIDED HEREUNDER OR FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING THEREFROM. WITHOUT LIMITING THE FOREGOING, SAF SHALL HAVE NO LIABILITY WHATSOEVER TO YOU, WHETHER IN CONTRACT (INCLUDING UNDER AN INDEMNITY), IN TORT (INCLUDING NEGLIGENCE), UNDER A WARRANTY, UNDER STATUTE OR OTHERWISE, IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU AS A RESULT OF OR IN CONNECTION WITH ANY OPINIONS, RECOMMENDATIONS, FORECASTS, JUDGMENTS, OR ANY OTHER CONCLUSIONS, OR ANY COURSE OF ACTION DETERMINED, BY YOU OR ANY CLIENT OF YOU, WHETHER OR NOT BASED ON THE WEBSITE OR CONTENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL SAF, ITS AFFILIATES OR ANY DATA PROVIDER HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ACCESSING THE WEBSITE AND/ OR THE CONTENT THROUGH YOU, ARISING FROM CONTRACT (INCLUDING UNDER ANY INDEMNITY), IN TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY (EXPRESS OR IMPLIED) UNDER STATUTE OR OTHERWISE, IN EACH CASE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES WITH RESPECT TO THE SUBJECT MATTER OF THE LEGAL NOTICE, THE CONTENT AND / OR THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, IN RESPECT OF ANY LOSS OF PROFITS, LOSS OF REVENUE, LOST BUSINESS, LOSS OF OPPORTUNITY REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED OR ADVISED TO SAF.

## **12. Indemnification**

You will indemnify, defend and hold harmless SAF and its affiliates, directors, officers, agents employees, successors, assigns and all Data Providers, and each of their affiliates, directors, officers, agents, employees, members, partners, successors and assigns (“SAF Indemnitees”) from and against any and all losses, liabilities, damages, costs (including reasonable attorneys’ fees) and expenses arising as a result of any claims, suits or proceedings (collectively, “Claims”) brought by any third party against any SAF Indemnitees arising from your use of this website and/or Content.

## **13. Violation of these Legal Notice**

You agree that SAF may, in its sole discretion and without prior notice, terminate your access to the website or certain Content and/or block your future access to the website or certain Content if SAF determines that you have violated these Legal Notice or other agreements or guidelines which may be associated with your use of the website. You also agree that any violation by you of these Legal Notice will constitute an unlawful and unfair business practice, and will cause irreparable harm to SAF, for which monetary damages would be inadequate, and you consent to SAF obtaining any injunctive or equitable relief that SAF deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies SAF may have at law or in equity.

You agree that SAF may, in its sole discretion and without prior notice, terminate your access to the website, for cause, which includes (but is not limited to): (i) requests by law enforcement or other government agencies, (ii) a request by you (self-initiated account deletions), (iii) discontinuance or material modification of the website or any service offered on or through the website, or (iv) unexpected technical issues or problems.

If SAF does take any legal action against you as a result of your violation of these Legal Notice, SAF will be entitled to recover from you, and you agree to pay, all reasonable legal costs of such action, in addition to any other relief granted to SAF. You agree that SAF will not be liable to you or to any third party for termination of your access to the website as a result of any violation of these Legal Notice.

## **14. General**

The relationship between the Parties. There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Legal Notice.

Invalidity. If any provision in or any part of this Legal Notice shall be found to be illegal or unenforceable under any enactment or rule of law then that provision or part shall to that extent be deemed not to form part of this Legal Notice and the remaining provisions shall continue in full force and effect.

Governing Law. Your access to and use of this website are governed by and will be construed in accordance with laws of New York State, without regard to the principles of conflicts of laws of other jurisdictions. Each party submits to the exclusive jurisdiction of the courts of New York State, for the purposes of determining any dispute arising out of the Legal Notice, its construction or the transactions contemplated by it.

## **15. Third Party Restrictions**

In addition to the rights and restrictions set forth in agreement(s) that you have entered into with SAF, use of SAF services is subject to the additional following terms: (i) you may be required to enter into, or to comply with the terms of, a third-party licensor agreement, and (ii) you may receive such terms within the service itself or directly by the third-party licensor.

To the extent that you redistribute any third-party services, you must obtain all required approvals for control and redistribution of such third-party services. You are responsible for any and all costs and fees associated with agreements entered into with any such third-party licensor. If a third-party licensor ceases to make one or more of its services available to SAF, or requires SAF to suspend or terminate the provision of all or any part of its services to you, or if SAF terminates its arrangements with the third-party licensor, then SAF may suspend or terminate that part of its services immediately without notice or further obligation to you.



Content provided by third-party licensors (“Third Party Content”) may contain: (i) restrictions, including without limitation, as to disclosure and use of the Third Party Content; and (ii) specific disclaimers with regard to such Third Party Content, including without limitation disclaimer for liability for inaccuracies, errors or omissions; which may be displayed in and shall apply to the Third Party Content.

Such Third Party Content is provided by other, non-SAF information providers and therefore SAF has no responsibility and makes no representations or warranties as to the accuracy, timeliness or completeness of the Third Party Content. SAF shall not be held liable for any loss or damage caused by the inaccuracies, errors or omissions, incomplete or late Third Party Content.

Please click on any of the following hyperlinks to see the additional terms and conditions imposed by the following third-party data providers regarding the use of their data:

Subscriber agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

## **16. Security**

Users are prohibited from violating or attempting to violate the security of the site. SAF will investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators.