

## TERMS AND CONDITIONS

### Introduction

Skyline Technology Group LLC d/b/a HawkAlerts (“We”, “Us,” “Our”) develops market signal and securities applications. Our Products offer market content, features, functionality and other information and services including, without limitation, signals and alerts when accessed via the Internet, mobile or other device. Our Products and Services are for informational purposes only. You should always consult your financial advisor or attorney before acting on any information we provide. By agreeing to these Terms and Conditions you confirm that you are solely responsible for your actions, investing, and financial being.

Terms herein are defined as follows:

“Account” means an account created by a User on the Application as part of Registration for use of Products or Services;

“Affiliate” means any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control of HawkAlerts;

“Agreement” means this Terms and Conditions Agreement;

“Application” means a software program that runs on your mobile device, computer, or tablet;

“Content” means the texts, graphics, designs, logos, button icons, images, data compilations and information and communications provided in the HawkAlerts Application or website;

“Intellectual Property Rights” means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights;

“Interactive Areas” mean areas on the Site or Application such as chats and discussion boards, user content areas and talk forums;

“Law” means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code, and requirement of any government authority (federal, state, local, or international) having jurisdiction;

“Licensor” means a person or a company with exclusive legal rights over a thing that provided HawkAlerts a limited right to use that thing;

“Non-PII” means non-personally identifiable information;

“Or” includes the word “and”;

“Paid Subscription” or “Subscription” means an agreement to purchase and subscribe to participate in and use HawkAlerts Services together with any taxes (at applicable rates from time to time);

“PII” means personally identifying information;

“Privacy Policy” means the privacy policy set out in Section VI of these Terms and Conditions of Use;

“Products” means market signal and securities applications;

“Register” means to create an Account on the Application and “Registration” means the act of creating such an Account;

“Services” mean market content, features, functionality and other information and services including, without limitation, signals and alerts when accessed via the Internet, mobile or other device;

“Site” or “Sites” or “Website” means the HawkAlerts website or application;

“Software” means carefully organized instructions and code, products or programs, including any files, images, graphics or Content incorporated in or generated by the software, and data accompanying the software used in connection with the Services;

“Terms and Conditions” means the provisions contained in the present document that create a contractual obligation, breach of which could be cause for legal action;

“You” or “User” refers to the person or legal entity (or both) using the Products and Services as intended in this Agreement. If you accept this Agreement on behalf of your company, organization or other entity, you must have, and you represent that you have, full legal authority to bind your company, organization or such other entity to this Agreement.

#### I. Agreement to the Terms

THIS IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND HAWKALERTS. YOU MUST READ THESE TERMS IN THEIR ENTIRETY. THIS AGREEMENT CONTAINS WARRANTY AND LIABILITY DISCLAIMERS. BY ACCESSING AND/OR USING THE SERVICES, YOU ACCEPT AND AGREE TO THESE TERMS, INCLUDING ANY AND ALL RESTRICTIONS POSTED VIA THE SERVICES, WITHOUT ANY MODIFICATION, ADDITION OR DELETION. IF YOU DO NOT AGREE TO OR CANNOT COMPLY WITH THE TERMS CONTAINED IN THIS AGREEMENT IN THEIR ENTIRETY, YOU ARE NOT AUTHORIZED TO USE THE SERVICES. PLEASE NOTE YOU MAY BE DENIED ACCESS TO THE SERVICES, BY THE SOLE DISCRETION OF HAWKALERTS, WITH OR WITHOUT PRIOR NOTICE TO YOU, FOR NONCOMPLIANCE WITH ANY PROVISION OF THIS AGREEMENT.

## II. Agreement to Changes or Updates

We reserve the right to make changes and update any information or Content contained within the Services and/or Terms without prior notice. Please check this page periodically for updates. Any changes to these provisions will be incorporated into revised Terms that we will post here. Changes shall be effective when they are posted. You have the obligation to review changes to these Terms when you access or re-access the Sites and/or Services. If you do not agree to, or cannot comply with the revised Terms, you must stop using the Sites and/or Services.

## III. Site and Service Ownership

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## IV. Violations and Termination

Any conduct that in any way violates these Terms or any posted restrictions or guidelines may result, in our sole discretion, in the termination of your license and right to utilize the Services to access Content or for any other purpose, and/or our pursuit of any legal damages or remedies without notice. If necessary, or as authorized under applicable law, we may cooperate with local, state and/or federal authorities to protect the Sites, the Services, the Content, HawkAlerts, its Affiliates, Licensors, members, employees, agents and/or users; to comply with applicable laws; or to prevent unauthorized access or use of the Services or the Content. We retain the right to deny access to the Services, in our sole discretion, to any user for any reason, including for any violation of these Terms without notice.

## V. Participation and Registration

In order to utilize some of the Services, you may be asked to register for an account or provide us with certain personal information. Participation in these Services is voluntary. You must be thirteen (13) years of age or older to participate in most site offerings and registrations. If you are under the age of 18, parental consent is required to use the Services. You may discontinue site registrations by following unsubscribe or opting out instructions contained within the Services or in applicable electronic communications from us. The Services may request that you provide us with certain personal information. You agree to provide accurate and current information and to update it as necessary to maintain its accuracy. HawkAlerts shall maintain and use your information in accordance with the HawkAlerts Privacy Policy herein as Section VI. You agree not to mask your identity by providing false information, or by providing another person's information that you are not authorized to provide. If you provide us with any information you are not authorized to provide, we may suspend or terminate your site registration or participation and pursue any

other legal remedies without notice. In the instances that you provide your email address to HawkAlerts, you consent to our using the email address to send you Service-related notices, including among other things, notices required by law, in lieu of postal mail. You may not opt-out of Service-related emails. We may also send you commercial email on behalf of ourselves, our Affiliates, and certain unaffiliated third parties. You may opt-out of receiving such emails at any time by following the unsubscribe instructions included in each commercial mail.

## VI. Privacy Policy

We recognize and respect your privacy. This Privacy Policy explains how we collect, use, and disclose personally identifying information and non-personally identifiable information gathered through our Products and Services, as to individual consumers. HawkAlerts collects and retains information about you to communicate with you, to process your requests, and to deliver the Services to you. By using our Products, you agree to the collection and use of information in accordance with this Privacy Policy. Use of the Services requires you to provide certain PII that can be used to contact or identify you. Specifically, we may collect PII such as your name, email address, birth date, birth year, and your IP address and computer specifications. We may collect other Non-PII related to the use of the Products including, but not limited to, information that your browser sends whenever you visit our Products. We use your PII only for providing the Services and improving the Products. You may be required to select a password or provide other registration information including credit card information. We do not process or store credit card information, but rather use a third party to process all credit card payments for the Services. We will not sell or share any of your PII or registration information with third parties. The security of your PII is of utmost importance to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your PII, we cannot guarantee its absolute security. You agree that you are responsible for maintaining the confidentiality and security of any passwords or other registration information that you provide to us when registering on our Sites or for our Services. You agree to notify us of any unauthorized use of your password or other registration information immediately after you become aware of such use. HawkAlerts will not be responsible for any losses arising out of the unauthorized use of your registration information and/or your account. HawkAlerts does not knowingly collect or solicit personal information from anyone under the age of thirteen. No one under thirteen years old should attempt to register for HawkAlerts services or send any information to HawkAlerts. HawkAlerts will delete any information collected from a child under the age of thirteen from our services expediently once it is identified. Should you believe a child under the age of thirteen has provided us with personal information, email us at [support@hawkalerts.com](mailto:support@hawkalerts.com). You agree to indemnify and hold harmless, HawkAlerts, its Affiliates, Licensors, members, employees, agents and/or users, harmless from any claim, action or damages related to use of our Products or our Services.

The information provided is intended to be transparent, concise, and understandable. If you have any questions or complaints regarding this policy, please contact:

HawkAlerts

1100 NE 45th Street  
Suite 210  
Oakland Park, FL 33334  
[support@hawkalerts.com](mailto:support@hawkalerts.com)  
1 (877) 868-8642

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HawkAlerts  
1100 NE 45th Street  
Suite 210  
Oakland Park, FL 33334

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#### IX. Subscriptions

HawkAlerts Paid Subscriptions grant you access to receive market signals. Payment will be charged through our merchant at confirmation of purchase. Paid Subscriptions automatically renew until cancelled in your account settings. We will notify you if the price of a Paid Subscription increases and seek your consent to continue. You will be charged no more than 24 hours prior to the start of the latest Paid Subscription period. Certain Paid Subscriptions may offer a free trial prior to charging your payment method. If you decide to unsubscribe from a Paid Subscription before we start charging your payment method, cancel the subscription before the free trial ends.

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## XI. Electronic Communications

When communicating to us electronically through our website or via email, any personal information transmitted to us will be protected in accordance with the HawkAlerts Privacy Policy. While we appreciate your communications, HawkAlerts cannot guarantee that it will respond to your messages. When you submit non-personal information to us, you agree that HawkAlerts has the right to publish, use, copy, store and distribute the material for any use, including promotional and advertising purposes, without liability or restriction. We assume no obligation to limit the use of or to protect any such non-personal information from disclosure.

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We may provide access to Interactive Areas on the Sites or through the Services. These Interactive Areas are public areas and may be owned, operated and/or managed by entities other than HawkAlerts. These entities may share transcripts of Interactive Areas with HawkAlerts, its Affiliates, Licensors and other third parties. You must follow all posted guidelines for Interactive Areas. To the extent there is a conflict between the rules of an Interactive Area and the Terms herein, the rules of the Interactive Area will govern. HawkAlerts reserves the right, in its sole discretion, to remove any content, chats, discussion boards or any other content posted through the Services. Postings are the responsibility of the person from whom such postings originate. You represent and warrant that you are the owner of, have the right to provide, and are responsible for any information, materials or images that originate from you or your account and that are emailed, posted, uploaded, transmitted or otherwise made available for access, viewing or use over this website, in Interactive Areas or through other electronic devices. You grant HawkAlerts, its Affiliates, Licensors and other third-parties an irrevocable, royalty-free, perpetual, non-exclusive right to use, copy, display, modify, edit and create derivative works from and to distribute any information that you post, upload or transmit in or through the Services. Submissions or postings to Interactive Areas, without limitation, will be made public. If a posting, message or other transmission originates from you or your account, you hereby understand and agree that you are placing the posting in the public domain, and you represent and warrant that the posted or transmitted information (i) is not unlawful, harmful to adults or minors, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) does not violate any patent, trademark, trade secret, copyright or other proprietary rights of any person; (iii) does not contain unauthorized advertising or solicit other users; (iv) does not interrupt, destroy or limit the functionality, integrity or operation of any software, hardware or Content; (v) that the posting does not violate or breach the Terms; and (vi) is for noncommercial purposes and is not intended to promote or generate revenue for any business enterprise or commercial activity. You also expressly agree not to use Interactive Areas to make available any information or content that violates the restrictions contained in Section VII above or that disrupts or incites others to violate our standards, any laws or these Terms. For increased security, we encourage you to not include any personal information about yourself or others in Interactive Areas, such as name, phone number, email or street address. You should always use a screen name or other alias (other than your real name) to identify yourself in any public or Interactive Areas. HawkAlerts, its Affiliates, Licensors and other third-parties and any content providers that conduct, operate and/or

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HawkAlerts  
1100 NE 45<sup>th</sup> Street  
Suite 210  
Oakland Park, FL 33334

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#### XXV. Third Party Beneficiaries

You agree that, except for as otherwise expressly provided in the Terms, there shall be no third-party beneficiaries to this Agreement.

#### XXVI. Validity of these Terms

If any provision of these Terms is held invalid or unenforceable, that provision shall be construed in a manner consistent with applicable law to reflect the original intent, and the remaining provisions of these Terms shall remain in full force and effect.

XXVII. Full Understanding

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