

BALLASTPLAN.COM TERMS AND CONDITIONS

By accessing the www.ballastplan.com website (the "Website"), you agree to be legally bound by the following terms and conditions.

No Offer or Reliance

The information contained in the Website is not intended to constitute any offer to sell or the invitation or solicitation of an offer to buy any product or service or security by any company described or referred to in the Website and must not be relied upon in connection with any investment decision. You should rely solely on your own investigation regarding any investment decision and should seek competent professional advice.

Ballast, Inc. is not utilizing the Website to provide investment or other advice. Professional advice should be sought before acting upon any information or material on the Website. Professionals should always be consulted regarding specific tax and legal situations.

Use of the Website

As a condition to your use of the Website, you will not, directly or indirectly: (a) use the Website to infringe upon the intellectual property rights of others; (b) use the Website or make any attempt to penetrate, modify or manipulate the Website to invade the privacy of any other user thereof; (c) attempt to modify, erase or damage any information contained on the Website or any device connected thereto; (d) reverse engineer any portion of the Website; (e) restrict or inhibit others from using the Website; (f) engage in conduct or distribute material that is harmful, obscene, otherwise illegal or objectionable, or gives rise to civil or criminal liability; (g) spoof or otherwise impersonate any individual or entity; or (h) violate or attempt to violate the security or integrity of the Website. Ballast, Inc. reserves the right to investigate and to involve and cooperate with law enforcement authorities, and to pursue a lawsuit or criminal prosecution, for any alleged or actual harmful or illegal activities involving the Website.

Ballast, Inc. reserves the right, at any time, to modify or discontinue, temporarily or permanently, the Website, with or without notice. Ballast, Inc. reserves the right to modify these terms and conditions at any time. You should visit the Website periodically to review the current terms and conditions.

The Website is not intended for use by minors.

Access Subject to Local Restrictions

The Website and all information and functionality contained within it are not directed at or intended for use by any person resident or located in any jurisdiction where (a) the distribution of such information or functionality is contrary to the laws of such jurisdiction or (b) such distribution is prohibited without obtaining the necessary licenses or registrations.

No Warranty

No member of Ballast, Inc. gives any representation or warranty as to the accuracy, reliability, or completeness of the information contained in the Website (the "Information") nor as to the appropriateness of the Information for any use which any recipient may choose to make of it and accepts no responsibility for updating any part of the Information or for correcting any material error or omission which may become apparent after Information has been displayed on the Website. Except insofar as liability under any statute cannot be excluded, Ballast, Inc. nor any of its directors, employees and consultants accept any liability (whether arising in contract, or tort, or negligence or otherwise) for any

error, omission or misrepresentation in relation to the Information or for any loss, damage, cost or expense (whether direct, indirect, consequential or otherwise) suffered by the recipient of this Information or any other person as a result of any use of or reliance upon any Information or statement of any kind (including statements of fact or opinion) contained herein.

All content on the Website is provided "as is", with no guarantees of completeness, accuracy or timeliness, and without representations, warranties or other contractual terms of any kind, express or implied. Ballast, Inc. does not represent or warrants that the Website, any services provided through the Website, and / or any information or other material contained within or downloaded from the Website, will be accurate, current, uninterrupted, error-free, omission-free or free of viruses or other harmful components.

Copyright and trade mark protection

The copyright and all other rights in all of the material on the Website are owned by Ballast, Inc.'s owner. No commercial use, resale or exploitation of material from the Website is permitted without the express written permission of Ballast, Inc. and any other applicable copyright owners. You may copy material on this web site for your own private or domestic use only. All other copying is prohibited.

Unauthorized use may constitute an infringement of the relevant owner's rights.

External websites

The Website may contain links to third party websites. Ballast, Inc. is not responsible for the security or content of any third party web sites.

External links to the Website

All links to the Website must be approved in writing by Ballast, Inc., except the Ballast, Inc. consents to links in which: (i) the link is a text-only link containing only the name Ballast, Inc. (ii) the link points only to www.ballastplan.com and not deeper pages; (iii) when activated by a user, the link displays that page full screen in a fully operable and navigable browser window and not within a frame on the linked website; and (iv) the appearance, position and other aspects of the link neither creates the false appearance that an entity or its activities are associated with or sponsored by Ballast, Inc. nor damages or dilutes the goodwill associated with the Ballast, Inc. name or trademarks. Ballast, Inc. reserves the right to revoke this consent to link at any time.

Privacy

You acknowledge that any Information provided to Ballast, Inc. in connection with the use of the Website may be used by any member of Ballast, Inc. for its own purposes, and may be released by any member of Ballast, Inc. to third parties as reasonably required. This includes, but is not limited to, where any member of Ballast, Inc. is required to release Information as a result of law or regulatory order, or in connection with its or their own analysis.

[Read our Data Privacy Notice](#)

Indemnity of the Ballast, Inc.

You agree to indemnify and hold Ballast, Inc. harmless from any claim, demand, cause of action, debt, loss or liability, including reasonable attorneys' fees, to the extent that such action is based upon, arises out of, or relates to your breach of these terms and conditions or your use of the Website. This indemnity shall survive any termination of these terms and conditions.

Severability Clause

To the extent that any provision of these terms and conditions is found by any competent court or authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be part of this disclaimer but such finding shall not affect the validity, lawfulness or enforceability of the remainder of these terms and conditions in that jurisdiction, nor shall it affect the validity, lawfulness or enforceability of these terms and conditions in any other jurisdiction.