

# Terms of Use

Date Last Revised: **May 15, 2013**

This Terms of Use Agreement (the “Agreement”) sets forth the terms and conditions that apply to your access and use of the *CampaignLeader* software and service application for businesses, as licensed and supported by CommunityLeader Inc., a Nevada corporation (“CommunityLeader”). By using *CampaignLeader*, or a co-branded version of *CampaignLeader*, you agree to be bound by the terms and conditions of this Agreement and CommunityLeader’s Privacy and Security Policy, as they may be amended from time to time as described under “Modifications” below.

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## **Accepting the Terms**

By using any information, tools, software, features and functionality including content, reports, updates and new releases of *CampaignLeader* (together the “Service”), you agree to be bound by this Agreement. The term “you” “your” or “User” refers to the business entity that is registered and licensed to use *CampaignLeader*; and as the User, you were required to read this Agreement and indicate your acceptance during the Registration process.

If you accept this Agreement, you represent that you are of legal age and have the capacity and authority, as the owner or officer of the company, to bind the User. Before you continue, you should print or save a local copy of this Agreement for your records.

### **Privacy and User Information**

For information about our data protection practices, please read CommunityLeader’s [Privacy and Security Policy](#), which is hereby incorporated into this Agreement by reference. This policy explains how we treat your personal and business information when you access *CampaignLeader* and use the Service. The policy may be updated from time to time at our sole discretion. Changes will be effective upon posting to the website.

### **Description of the Service**

The Service, including technology and support, is for a User to effectively raise capital from “the crowd”. *CampaignLeader* is integrated for use with a specific portal and if properly deployed configured and maintained allows you to focus your time and resources on the essential tasks, relationships and requirements of preparing for a compliant crowdfunding offering.

The Service is provided to you by CommunityLeader in exchange for a license and support fee paid by directly by you or your portal. The Service does not include any personal legal, tax or financial advice.

FURTHERMORE, THE SERVICE DOES NOT INCLUDE THE ACTUAL FACILITATION OF AN INVESTMENT TRANSACTION BETWEEN YOU AND A POTENTIAL INVESTOR. COMMUNITYLEADER CANNOT COLLECT A COMMISSION ON ANY INVESTMENT TRANSACTION. ONLY A LICENSED BROKER-DEALER CAN EXECUTE SUCH A TRANSACTION AND COLLECT A COMMISSION.

### **Service Deployment**

CommunityLeader will provide you with live chat, email and, if necessary, phone assistance in uploading and configuring of the Service on your mobile and desktop equipment, including access to a Resource Center and Document Template Library. Hours of support is described below under Technical Support

### **Campaign Development**

*CampaignLeader* development services include various levels of campaign for the development of a capital funding campaign including: Campaign Assessment; Business Evaluation; Campaign Plan Developer; Business Community Planner; Investor Profile Generator; and Report Configuration. A current list of campaign development services can be viewed at [www.cl.communityleader.com](http://www.cl.communityleader.com). CommunityLeader, at its sole discretion and without notice, can delete, modify or add *CampaignLeader* development services.

## **Campaign Execution & Ongoing Support**

In addition to the Service deployment and campaign development services described above, you may have the option of purchasing campaign execution and ongoing investor support services. Upon your written or online acceptance of these additional services and respective published Fees, you will begin receiving these additional Services. The current list of CommunityLeader campaign implementation and ongoing investor support services can be viewed at [www.cl.communityleader.com](http://www.cl.communityleader.com).

## **Technical Support**

We cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. CommunityLeader cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings.

However, during the Term of the Agreement, the Services include telephone, chat and email technical support for matters relating directly to errors in the software from 6:00 a.m.-6:00 p.m., Monday through Friday, Pacific Time (excluding holidays).

## **Updates, Upgrades, and New Releases**

*CampaignLeader* is dynamic software that we will continue to enhance including the addition or deletion of features as the market demands. Provided you are fully paid-up on your Fees, regular modifications and updates to the Services are provided at no additional cost.

## **Error Corrections**

CommunityLeader will correct Errors in the *CampaignLeader* Software if (i) you provide sufficient information for us to reproduce the Error in the referenced environment; and (ii) we are able to actually reproduce the Error. CommunityLeader will then use reasonable effort to furnish solutions.

## **Information Received from 3<sup>rd</sup> Parties**

As part of the Service, you may direct authorized 3<sup>rd</sup> parties to access to review or upload information to complete a task or condition of campaign. CommunityLeader makes no effort to review any information provided by 3<sup>rd</sup> parties for any purpose, including but not limited to accuracy, legality or non-infringement. CommunityLeader is not responsible for the products and services offered by 3<sup>rd</sup> parties.

## **CommunityLeader Offers and 3<sup>rd</sup> Party Links**

Some parts of the Service are supported by sponsored links from CommunityLeader partners which may display special or 3<sup>rd</sup> party offers and services that are custom matched to you based on information provided by you, queries made through the Service or other information. We will always disclose when a particular 3<sup>rd</sup> party offer or service is sponsored. However, we do not endorse, warrant or guarantee, whether or not sponsored any services terms, rates or rewards offered by any other third party.

## **Your Registration Information**

You agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your LoginID e-mail address, allows you to access the Service. That Login ID and password, together with any mobile number or other contact information you provide form your “Registration Information.”

By providing us with your e-mail address, you agree to receive all required notices electronically, to that e-mail address. It is your responsibility to update or change that address, as appropriate. Notices will be provided in HTML format (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser.

If you become aware of any unauthorized use of your Registration Information, you agree to notify us immediately at: [security@communityleader.com](mailto:security@communityleader.com).

### **Use of the Service**

Your right to access and use the Service is personal to you and your authorized agents and is not transferable by you to any other person or entity. You are only entitled to access and use *CampaignLeader* for lawful purposes.

Accurate records enable us to provide the Service to you. You must provide true, accurate, current and complete information about your account and business. In order for the Service to function effectively, you must also keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected.

Your online access and use of *CampaignLeader* may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair or other actions that CommunityLeader, in its sole discretion, may elect to take.

### **Use with Your Mobile Device**

Use of the Service is available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. COMMUNITYLEADER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (I) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (II) AND LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

### **Online and Mobile Alerts**

*CampaignLeader* may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts may be sent to you following certain changes made online to your *CampaignLeader* account, such as a change in your Registration Information or payment terms.

Voluntary account alerts may be turned on by default as part of the Service. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for

your accounts. CommunityLeader may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service.

Electronic alerts will be sent to the email address you provided as your primary email address. If your email address or your mobile device's email address changes, you are responsible for informing us of such change. You can also choose to have alerts sent to a mobile device that accepts text messages. Changes to your email address or mobile number will apply to all of your alerts.

Because alerts are not encrypted, we will never include your passcode. However, alerts may include your *CampaignLeader* Login ID and some information about your accounts. Anyone with access to your email will be able to view the content of these alerts. At any time you may disable future alerts.

### **Notifications & Alert Disclaimer**

You understand and agree that any notifications and alerts provided to you through the Service may be delayed or prevented by a variety of factors. CommunityLeader does its best to provide notifications and alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any notification or alert. You also agree that CommunityLeader shall not be liable for any delays, failure to deliver, or misdirected delivery of any notification or alert; for any errors in the content of a notification or alert; or for any actions taken or not taken by you or any third party in reliance on a notification or an alert.

### **Rights You Grant to Us**

By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content to through the Service, you are licensing the rights to use that content to CommunityLeader solely for the purpose of providing the Service. CommunityLeader may use and store the content, but only to provide the Service to you or your authorized Broker-Dealer. By submitting this content to CommunityLeader or uploading it on *CampaignLeader*, you represent that you have the authority to submit it to CommunityLeader for use for this purpose.

By using the Service, you expressly authorize us to access your Account Information maintained by identified 3<sup>rd</sup> parties, or on your behalf as your Broker-Dealer. When you execute specific tasks or features of the Service, you will be directly connected to the website for the third party you have identified. CommunityLeader will submit information including usernames and passwords that you provide to log you into the site. You hereby authorize and permit CommunityLeader to use and store information submitted by you to the Service (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third party sites for which you submit your information. For purposes of this Agreement and solely to provide the Account Information to you as part of the Service, you grant CommunityLeader a limited power of attorney, and appoint CommunityLeader as your attorney-in-fact and agent, to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you

could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN COMMUNITYLEADER IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, COMMUNITYLEADER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You understand and agree that the Service is not sponsored or endorsed by any third parties accessible through the Service.

### **CommunityLeader's Intellectual Property Rights**

The contents of *CampaignLeader*, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The contents of *CampaignLeader* belong or are licensed to CommunityLeader or its software or content suppliers. CommunityLeader grants you the right to view and *CampaignLeader* subject to these terms. You may download or print a copy of the information and reports provided on your business and campaign. Any distribution, reprint or electronic reproduction of CommunityLeader's intellectual property whole or in part for any other purpose is expressly prohibited without our prior written consent.

### **Access and Interference**

You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor *CampaignLeader* without CommunityLeader's express written consent;
- Use or attempt to use any engine, software, tool, agent, or other component of the Services without CommunityLeader's express written consent;
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of *CampaignLeader*; or
- Attempt to copy, decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up the Service.

### **Rules for Posting**

As part of the Service, you can post content on the interactive private bulletin boards. This user's forum may be hosted by CommunityLeader or by one of our third party service providers on CommunityLeader's behalf. You agree to the following posting content rules:

- You are responsible for all content you submit.
- By submitting content to the user's forum, you represent that you have all necessary rights and hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with the access and use of *CampaignLeader*. You also hereby grant all *CampaignLeader* users a non-exclusive

license to access your posted content and to use, reproduce, distribute, prepare derivative works of, display and perform such content as permitted through the functionality of *CampaignLeader*.

- You may not post or transmit any message which is libelous or defamatory, or which discloses private or personal matters concerning any person. You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; or that is otherwise inappropriate.
- You may not post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion.
- You may not interfere with other users' use of the Service, including, without limitation, disrupting the normal flow of dialogue in the user's forum, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Service infrastructure or that negatively affects the availability of the Service to others.
- You may not copy or use personal identifying or business contact information about other Users without their permission. Unsolicited e-mails, mailings, telephone calls, or other communications to individuals or companies whose contact details you obtain through the Service are prohibited.
- You agree that we may use any feedback, suggestions, or ideas you post in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant us a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to us in any way.

### **Disclaimer of Representations and Warranties**

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICES (WHETHER OR NOT SPONSORED) ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. COMMUNITYLEADER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION *CAMPAIGNLEADER* OR OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

COMMUNITYLEADER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OR OF THE SERVICE (WHETHER OR NOT SPONSORED), AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. COMMUNITYLEADER MAKES NO REPRESENTATION,

WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

### **Not a Financial Planner, Broker or Tax Advisor**

NEITHER COMMUNITYLEADER NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. COMMUNITYLEADER IS NOT A FINANCIAL PLANNER, BROKER-DEALER OR TAX ADVISOR. THE SERVICES INCLUDES A WORKFLOW THAT ALLOWS YOU TO EFFECTIVELY CREATE THE OFFERING DOCUMENTS. ONLY AN AUTHORIZED BROKER-DEALER CAN SUBMIT OFFERING TO THE SEC AND PUBLISH AN OFFERING ON A COMMUNITYLEADER PORTAL. YOU SHOULD ALWAYS CONSIDER OBTAINING ADVICE FROM YOUR ATTORNEY, ACCOUNTANT, AND/OR OTHER FINANCIAL ADVISOR WHO ARE FULLY AWARE OF YOUR SPECIFIC CIRCUMSTANCES.

### **Limitations on CommunityLeader's Liability**

COMMUNITYLEADER SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO *CAMPAIGNLEADER*, YOUR USE OF THE SERVICE OR THIS AGREEMENT, EVEN IF COMMUNITYLEADER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMMUNITYLEADER'S LIABILITY TO YOU OR YOUR COMPANY FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO FIVE HUNDRED UNITED STATES DOLLARS (\$500.00).

### **Indemnification of CommunityLeader**

You shall defend, indemnify and hold harmless CommunityLeader and its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorney's fees, in whole or in part arising out of or attributable to any breach of this Agreement by you.

### **Ending your Relationship**

This Agreement will continue to apply until terminated by either you or as set forth below. If you want to terminate your legal agreement with CommunityLeader, you may do so by closing your account for the Service and pay and outstanding Fees.

CommunityLeader may at any time, terminate its legal agreement with you:



- a. if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement);
- b. if CommunityLeader in its sole discretion believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); or
- c. immediately upon notice, to the e-mail address provided by you as part of your Registration Information.

### **Modifications**

CommunityLeader may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the CommunityLeader website. In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Service after those changes are posted.

### **Governing Law and Forum for Disputes**

This Agreement, and your relationship with CommunityLeader under this Agreement, shall be governed by the laws of the State of California without regard to its conflict or choice of laws provisions. Any dispute with CommunityLeader, or its officers, directors, employees, agents or affiliates, arising under or in relation to this Agreement shall be resolved exclusively through the small-claims court of the Superior Court of California within the county of Santa Clara, California, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case CommunityLeader may seek such relief in any court with jurisdiction over the parties. You understand that, in return for agreement to this provision, CommunityLeader is able to offer the Service at the terms designated, without charge to you, and that your assent to this provision is an indispensable consideration to this Agreement.

You also acknowledge and understand that, with respect to any dispute with CommunityLeader, its officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Service or this Agreement:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

### **Miscellaneous**

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

You agree that if CommunityLeader does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which CommunityLeader has the benefit of under any

applicable law), this will not be taken to be a formal waiver of CommunityLeader's rights and that those rights or remedies will still be available to CommunityLeader.

All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement.

This Agreement represents the entire understanding and agreement between you and CommunityLeader regarding the subject matter of the same, and supersedes all other previous agreements.