

GREENPORTFOL.IO TERMS OF USE

Effective Date: Sep 20, 2020

Welcome to Greenportfol.ioportfol.io! Access to and use of this website ("[www.greenportfol.io]", the "Platform"), and any other website(s), software and/or mobile applications owned and/or operated by Greenportfol.io ("Greenportfol.io" "we," "us" or "our") and any of their associated web pages, and the products and services available through the website(s), software and/or the Greenportfol.io mobile applications (collectively, the "Services"), are all subject to the following terms of use (the "Terms"). Greenportfol.io includes Good Portfolio, LLC, and its officers, directors, employees, consultants, affiliates, subsidiaries and agents. The Services are intended for U.S. residents only and may include, but are not limited to, access to third party rewards programs; platforms that enable users to locate and contact U.S. financial services, as well as professionals, such as third party experts, advocates, and advisors, who can provide certain services; community discussion forums, reviews, and other forums in which users may ask questions of certain third party advisors; and certain other platforms for users in relation to investments in ethical and environmentally sustainable enterprises. By accessing or using the Platform and Services, you agree to these Terms. Please read them carefully.

You agree that these Terms are supported by good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge. By accessing or using the Platform and/or Services, you represent, warrant, understand and agree: (1) to accept, comply with, and be bound by these Terms; (2) that you have the right, authority and capacity to abide by these Terms; (3) to comply with all applicable laws, rules and regulations concerning your access to and use of the Services; and (4) you are of legal age to form a binding contract and are not a person barred from receiving Services under the laws of the United States or another applicable jurisdiction. Certain Services may be subject to additional terms, guidelines or rules, which will be available in conjunction with those relevant services, and those additional terms will become part of these Terms when you use those Services.

As set forth in these Terms, you agree that any disputes between you and Greenportfol.io must be resolved by binding arbitration and that you are hereby waiving the right to participate in any class action. You may elect to opt out of arbitration and the class action waiver by following those procedures set forth herein.

Certain of the Services may require you to provide personal information to Greenportfol.io or certain other third parties. For more information regarding these matters, please review our [Privacy Policy](#).

1. Copyright Notice and Use of the Website. The design of the Platform and all text, graphics, information, content, and other material displayed on or that can be downloaded from the Platform are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms or with prior written permission of the owner of such material. The contents (including without limitation, the look and feel, all text, photographs, images, video and audio) of the Platform are the copyright of Greenportfol.io or our respective affiliates and suppliers. All rights reserved. You may not modify the information or materials displayed on or that can be downloaded from the Platform in any way or reproduce or publicly display, perform, distribute or otherwise use any such information or materials for any public or commercial purpose. You may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit the Platform. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws

of privacy and publicity, and other laws and regulations and is prohibited. In the event of a violation of these laws and regulations, we reserve the right to seek all remedies available by law and in equity, including but not limited to the right to block or deny access to the Website to anyone at any time for any reason.

2. Trademarks. We and our affiliated companies retain all rights regarding our trademarks, trade names, brand names and trade dress. These marks, names or trade dress, and all associated logos or images, are registered and/or common law trademarks of Greenportfol.io and our affiliates and are protected by U.S. and international laws and treaties. No license to the use of such marks, names or trade dress is granted to you under these terms and conditions or by your use of the Platform. Your misuse of the trademarks displayed on the Platform is strictly prohibited. You are also advised that we will aggressively enforce our intellectual property rights to the fullest extent of the law, including the seeking of civil remedies and criminal prosecution.

3. Use of the Platform; Registering an Account; Account Security. To use the Services, you hereby agree that you are: (i) at least eighteen (18) years of age; and, (ii) have not previously had your access to the Services suspended or terminated. To fully enjoy the Services, whether now or in the future, you may be required to register with us through the Platform and create an account (the “Account”). If you choose to register an Account, you will have access to your Account by providing an e-mail address or username and password. Upon registering an Account, we may require that you provide certain identifying information about yourself (“Registration Information”). You agree that all of the Registration Information that you provide to us is true, accurate and current in all respects, to the best of your knowledge. You also agree that when providing your Registration Information, that you will not make any misrepresentations about your identity. You are responsible for maintaining the confidentiality of your access information and for controlling access to your Account, whether through a computer, tablet, mobile device or any other electronic device. In the event that this information is shared with any other person, we will deem any such individual’s actions as having been authorized by you. You agree to accept responsibility for all activities that occur under your Account. If you believe that the security of your account has been materially compromised, you agree to immediately notify us at [support@greenportfol.io]. We may terminate your Account at any time, for any reason or no reason and without prior notice to you.

4. Prohibited Uses of Website and Services. When accessing the Platform and using the Services, you agree that you will not: (a) post, transmit, redistribute, upload, or promote any communications, content or materials that contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another’s computer; (b) post, transmit, redistribute, upload, or promote any communications, content or materials that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate; (c) use the Platform or services for any illegal purpose or in violation of any local, state, national or international law; (d) violate the rights of any third parties, including intellectual property rights, or encourage others to do the same; (e) interfere with the security of the Platform or Services; (f) impersonate any person, business or entity, including our company and our employees and agents; (g) give rise to civil liability or perform any fraudulent activity; (h) sell or otherwise transfer the access provided to you by Greenportfol.io or our affiliates; or (i) engage in any other conduct or activity which, in the judgment of Greenportfol.io, restricts, impairs, interferes with or inhibits any other user from using or enjoying the Platform and/or Services.

Specifically with regards to Greenportfolio's security systems, you shall not circumvent, disable or otherwise interfere with security-related features of the Platform or Services, including, without limitation, any features that enforce limitations on the use of promo codes, the Services or the Platform. You shall not circumvent, disable or otherwise interfere with security-related features of the Services that prevent use, restrict use or restrict copying of any content. You shall not attempt to, or interfere with, the proper working of the Services or impair, overburden or disable the same. To the fullest extent permitted by applicable law, we reserve the right in our sole discretion and at any time to terminate or suspend your Account and/or block your access to the Platform or Services for any reason, including, without limitation, if you have failed to comply with the letter and spirit of these Terms. You agree that neither we nor our affiliates shall be liable to you or any third party for any such termination or suspension of your Account or for blocking your access to the Platform or any of the Services.

In addition to the above, you further agree not to: (a) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame, use, transfer or resell any information, software, products, or services provided through or obtained from the Services, including without limitation, engage in the practice of "screen scraping," or any other similar activity; (b) hack into the Services or any of its Platform, or modify another website so as to falsely imply that it is associated or affiliated with the Services in any way; (c) damage, disable, overburden, transmit any worms or viruses or any code of a destructive nature, or interfere with any other party's use and enjoyment of the Services; (d) violate any applicable laws, or regulations in your jurisdiction (including but not limited to trademark and copyright laws); (e) or access or attempt to access any password-protected, secure or non-public areas of the Services without the express, written permission of Greenportfol.io.

5. Notice of Copyright Infringement. We do not permit copyright infringing activities on the Platform, and will remove any user information, content, or other materials if properly informed that any such user content or other materials infringe on another's copyright rights. We also reserve the right to terminate a user's ability to submit additional information or content if, under appropriate circumstances, such user is determined to be a repeat infringer.

If you are a copyright owner or an agent thereof and believe that any user's information, content, or other material infringes upon your copyrights, you may notify Greenportfol.io by providing the following information in writing:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;
- (ii) Identification of the location where the original or an authorized copy of the copyrighted work exists;
- (iii) Identification of the user information, content, or other material that is claimed to be infringing and a description of the infringing activity and information reasonably sufficient to permit us to locate the same;
- (iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;

- (v) A statement that you have a good faith belief that use of the user information, content, or other material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed.

Our agent for notice of claims of copyright infringement can be reached as follows:

Good Portfolio, LLC
365 W 125th St.
#68
New York, NY 10027

You acknowledge that if you fail to comply with all of the requirements above, your notice may not be valid.

6. Accuracy of Information. We attempt to ensure that information on the Platform is complete, accurate and current. Despite our efforts, the information on the Platform or provided by and through the Services may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currentness of any information on The Platform. For example, we may make changes in information about price, specifications, and/or investment product features without notice. By using the Platform and/or Services, you understand and agree that Greenportfol.io is not a broker or investment advisor and cannot guarantee the veracity, reliability or completeness of any information provided in connection with the Platform or Services. Greenportfol.io will not be responsible for any errors or omissions contained within the Platform or Services, or for any results obtained by your reliance on the information provided through the Platform or Services.

7. Linking to this Website. Creating or maintaining any link from another website to any page on this Website without our prior written permission is prohibited. Running or displaying this Website or any information or material displayed on this Website in frames or through similar means on another website without our prior written permission is prohibited. Any permitted links to this Website must comply with all applicable laws, rules and regulations.

8. Third-Party Links. Periodically, links may be established from this Website to one or more external websites or resources operated by third parties (the "Third-Party Sites"). These links are provided for your convenience only. In addition, certain Third-Party Sites also may provide links to the Platform. None of these links should be deemed to imply that Greenportfol.io endorses the Third-Party Sites or any content therein. We do not control and are not responsible or liable for any Third-Party Sites or any content, advertising, products, or other materials on or available from such Third-Party Sites. Access to any Third-Party Site is at your own risk and we will have no liability arising out of or related to such websites and/or their content or for any damages or loss caused or alleged to be caused by or in connection with any purchase, use of or reliance on any such content, goods, or services available on or through any such Third-Party Site.

9. Disclaimers. Your use of the Platform and Services is at your risk. The information, materials and services provided on or through the Platform and Services are provided "as is" and on an "as available" basis without any warranties of any kind. Although we will always endeavor to make the Platform and Services safe, secure and accurate, we cannot guarantee the continuous operation of or access to the Platform or Services, and there may be instances in which factual errors or inaccuracies appear on the Platform and Services.

- A. **No warranties.** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER WE, OUR SUPPLIERS, NOR ANY OF OUR RESPECTIVE AFFILIATES WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS OR SERVICES PROVIDED ON OR THROUGH THIS WEBSITE. The information, materials and Services provided on or through the Platform may be out of date, and neither we, our suppliers, nor any of our respective affiliates makes any commitment or assumes any duty to update such information, materials or services. The foregoing exclusions of implied warranties may not apply in every jurisdiction to the extent prohibited by law. Please refer to your local laws for any such prohibitions.

Specifically, Greenportfol.io disclaims: (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result from your use of or access to the Platform or Services. You agree that we will not be responsible for the loss of, damage to, or unavailability of any information you have made available through the Platform or Services, and you are solely responsible for ensuring that you have backup copies of any information you have made available through the Platform or Services.

- B. **No Guarantee of Accurate Information.** Further to Section 6 of these Terms, Greenportfol.io does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Platform or Services.
- C. **Informational Purposes Only.** The information provided through the Platform and Services is provided solely for informational, educational, or entertainment purposes. Greenportfol.io, the Platform and the Services are not endorsed by or affiliated with FINRA, and we are not a financial institution or insurance provider. We make no representations, warranties, or guarantees, express or implied, regarding the results or savings that may be obtained through the use of the Platform or Services. Before making any financial decisions or implementing any financial strategy, including recommendations of third parties identified through the Platform or Services, we recommend that you obtain additional information and advice of accountants, financial advisors or other industry professionals who are fully aware of your individual circumstances.
- D. **Third Parties.** Greenportfol.io makes no representations, warranties, or guarantees, express or implied, regarding any third party service or advice provided by a third party, or any quotes or offers provided through the Platform or Services. We do not endorse any particular advisor or other third party. Greenportfol.io acts solely as an intermediary

between you and third party service providers and we expressly disclaim any and all liability for any content, products, or services provided by such service providers.

- E. **Investment Decisions.** You are responsible for your own investment decisions. If you ignore the advice herein to conduct independent research of the industries, companies, and equities referenced by and through the Platform and Services and rely solely upon the information and opinions provided through the Platform and Services, you have done so at your own risk.

10. Limitations of Liability. Neither we nor our affiliates assume any responsibility, or will be liable to you, for any incidental, special, consequential, direct, indirect, or punitive damages, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not Greenportfol.io has been informed of the possibility of such damage. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you. Please refer to your local laws for the applicability of any such prohibitions.

11. Revisions to these Terms. These Terms may be revised at any time and from time to time by updating this posting. You agree to assume the responsibility to visit this page from time to time to review the current Terms because they are binding on you to the fullest extent permissible by applicable law. Certain provisions of these Terms may be superseded by legal notices or terms located on particular pages of the Platform. Your continued use of the Platform after any changes to these terms and conditions are posted will be considered acceptance of those changes.

12. Governing Law. These Terms are governed by the laws of the State of New York, without regard to any conflict of law principles which might result in the application of the substantive law of any other jurisdiction. Subject to Section 13 below, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and Greenportfol.io agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within New York, New York, for the purpose of litigating all such disputes. We operate the Platform and Services from our offices in New York, and we make no representation that information and materials included in the Services are appropriate or available for use in other locations.

13. Dispute Resolution; Class Action Waiver. To ensure that any dispute between you and Greenportfol.io is resolved in the most expedient and cost-effective manner, you and Greenportfol.io agree to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction (“Agreement to Arbitrate”). Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party’s claim(s). Any relief awarded cannot affect other users of the Platform and/or Services.

YOU UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT.

- A. **Claims to be Resolved by Arbitration.** You agree to arbitrate all disputes and claims you may have against Greenportfol.io. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before this or any prior Terms; claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of these Terms.
- B. **Exceptions.** Notwithstanding Section 13(A) set forth above, you agree that no statement herein shall be deemed to waive, preclude, or otherwise limit either party's right to (i) bring an individual action in small claims court; (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available; (iii) seek injunctive relief in any competent court of law; or (iv) to file suit in a court of law to address intellectual property infringement claims
- C. **Arbitrator.** Any arbitration between you and Greenportfol.io shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting us.
- D. **Procedure.** A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Greenportfol.io should be addressed to: Good Portfolio LLC 365 W 125 St. #68, New York, NY 10027 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If you and Greenportfol.io do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Greenportfol.io may commence an arbitration proceeding
- E. **Responsibility for Arbitration Fees.** In the event that you commence arbitration in accordance with these Terms, the payment of any fees shall be decided by the AAA Rules.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. Any in-person arbitration hearings will take place at a location to be agreed upon in New York, New York. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits

- F. **No Class Action.** Unless both you and Greenportfol.io agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

YOU AND GREENPORTFOL.IO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

- G. **Opting-Out.** If you are a new Greenportfol.io user, you can choose to reject the arbitration agreement contained in this Section 13 (“opt-out”) by mailing us a written opt-out notice (“Opt-Out Notice”). The Opt-Out Notice must be postmarked no later than thirty (30) days after the date you accept these Terms for the first time. You must mail the Opt-Out Notice to the Notice Address listed in Section 13(D), above.

The Opt-Out Notice must contain your name, address (including street address, city, state and zip code), and if applicable, information relating to your Account. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Terms will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with Greenportfol.io.

- H. **Amendments.** If Greenportfol.io makes any future change to this Agreement to Arbitrate (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of the change to the Notice Address provided above. You acknowledge and agree that, in the event you reject any future change, your account with Greenportfol.io shall be immediately terminated and you will arbitrate any dispute between us in accordance with the language of this provision.

- I. **Severability; Enforceability.** If an arbitrator or court decides that any part of this Section 13 is invalid or unenforceable, the other parts of this Section 13 shall still apply. If the entirety of this Section 13 is found to be unenforceable, then the parties agree that the exclusive jurisdiction and venue described in Section 12 shall govern any action arising out of or related to these Terms, and that the remainder of the Terms will continue to apply.

14. Changes to the Platform and Services. Greenportfol.io reserves the right to modify and discontinue, whether temporarily or indefinitely, some or all of the Services and any information contained on the Platform, at any time, with or without any notice or further obligations to you. You agree that we will not be liable to you or any third party for any modification, discontinuance or any other changes to the Platform or Services.

15. Termination. You or we may suspend or terminate your Account or restrict your use of the Platform or Services at any time, for any reason or for no reason.

16. Entire Agreement. These Terms, together with the Privacy Policy, set forth herein serve as the entire understanding and agreement regarding the Platform and Services. If any provision of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, you and Good Portfolio, LLC agree that the court should endeavor to replace the invalid or unenforceable provision with a provision that comes closest to the original intent of the invalid or unenforceable provision or will be modified to conform to the most expansive permissible reading allowable under the law consistent with the intention of the invalid or unenforceable provision.

17. Electronic Notice. By your use of the Platform, you agree to transact with us and receive all notices regarding the Platform and Services electronically. We will provide notices by posting them on the Platform, or, in some cases we may provide notice by email to users who have created an Account and provided a valid email address. You can retrieve an electronic copy and a printable version of the Terms by clicking on [here](#). You may withdraw your consent to receive notices electronically by discontinuing your use of the Platform and Services.

18. Security & Technology. Unfortunately, while we implement certain security measures in connection with the Platform and Services, please be aware that 100% security is not always possible. Additionally, due to the possibility of unforeseen complications in the online environment, we cannot guarantee you that the Platform and Services will function without error or that the Platform and Services or the enabling server will remain free of viruses or other harmful elements.

19. Notice to California Residents. Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.