

PORTAL END USER LICENSE AGREEMENT

IMPORTANT -- READ CAREFULLY: Welcome to the Ross, Anglim, Angelini & Co., LLP ("RAA") Portal (the "RAA Portal" or the "Portal"). By clicking the "Yes" button, the user ("You") agree(s) to be bound by the terms and conditions contained in this agreement (the "Agreement") and the terms and conditions of RAA's privacy notice, which are published at <http://rossanglim.com> and which are incorporated herein by reference. The privacy notice explains how RAA treats your personal information, and protects your privacy, when you use the RAA Portal. RAA may change the terms of this Agreement and/or the privacy notice from time to time without notice to you, and you are responsible for the then current version of the policies in effect at all times. If you do not agree to be bound by these terms and conditions or privacy notice policies, you may elect not use the RAA Portal.

Modifications

You agree that we may modify this Agreement or any policy or other terms referenced in this Agreement at any time and at our sole discretion. By using the RAA Portal, you agree to be bound by any such modifications and should therefore periodically visit this page and the RAA Portal to determine the then current terms and conditions of use to which you are bound. You will note that at the bottom of this Agreement, the date of the last modification is indicated. You are encouraged to check the revision date with each use to ensure you are comfortable with the latest revisions. If you are dissatisfied with the RAA Portal site, its content or this Agreement as it may be revised, you agree that your sole and exclusive remedy is to discontinue using the Portal.

Termination

You agree that RAA may terminate this Agreement, for any reason at our sole discretion, at any time, by providing you seven (7) days' advance notice, and that RAA reserves the right to change, suspend, or discontinue all or any aspects of the RAA Portal, for any reason at our sole discretion, at any time, by providing you seven (7) days' advance notice.

User Restrictions

You agree that:

- You will not tamper with or otherwise interfere or attempt to interfere in any manner with the functionality or proper working of the Portal.
- You will not make illegal use of the Portal or use it for purposes which are illegal.
- You will not interfere with anyone else who is a user of the Portal in their use of the Portal.
- You will follow U.S. and international laws regarding transmitting data and you will not attempt to gain access to our computer system or any other computer systems.
- You will not remove, obscure, or alter any notice of any logo, trademark, or other intellectual property or proprietary right designation appearing on or contained within the portal.

- You will not access (or attempt to access) any product or services offered via the RAA Portal by any means other than the interface that is provided by RAA.
- You will not upload, post, transmit, or store any material that:
 - is unlawful, offensive, defamatory, fraudulent, deceptive, misleading, harmful, threatening, harassing, obscene, or objectionable;
 - breaches any of your contractual or confidentiality obligations;
 - disrupts or interferes with the normal operations of the Site, such as posting or transmitting viruses, continuous posting of repetitive materials, or posting and/or uploading abnormally large files or other data; or
 - is an advertisement or other solicitation, including, but not limited to, any unauthorized advertising materials, unsolicited promotional materials, “junk mail,” “spam mail,” “chain letters,” “pyramid schemes,” franchises, distributorships, club memberships, sales arrangements, or similar materials;
- You will not violate other’s privacy rights or personal rights by abusing the Materials, including, but not limited to, harassing or “stalking” another person, sending unsolicited e-mails, or collecting other’s personal information;
- You will not breach or attempt to breach any security measures of the Site;
- You will not use any device, process, or mechanism (e.g., a spider or “bot”) to monitor, retrieve, search, or access the Site or any Material without our prior written consent;
- You will not access or attempt to access any account or login of any other user or third party listed on the Site;
- You will not copy, modify, reproduce, delete, distribute, download, store, transmit, sell, re-sell, publish, reverse engineer, or create derivative works of any Materials;
- You will not post or submit any inaccurate, false, or incomplete information;
- You will not impersonate any person or entity;
- You will not forge any header information in any electronic posting or mail; or
- You will not misrepresent yourself, your affiliation with any third party, or your entity.

Passwords

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the RAA Portal. Accordingly, you agree that you are solely responsible to RAA for all activities that occur under your account. If you become aware of any unauthorized use of your password on the RAA Portal or your account, you agree to notify RAA immediately at mbrown@rossanglim.com.

Monitoring

We reserve the right to log, review, and otherwise examine any information stored on or passing through our networks or systems.

Downtime and Service Suspensions

Your access to and use of the Services may be suspended for the duration of any anticipated, unanticipated, scheduled or unscheduled downtime, maintenance, system updates,

malfunction, or other unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions.

We shall also be entitled, without any liability to you, to suspend access to any portion or all of the Portal at any time, on a system-wide basis: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any Portal; (b) in the event of a denial of service attack or other attack on the Portal or other event that we determine, in our sole discretion, may create a risk to the applicable Portal, to you or to any of our other customers if the Portal service were not suspended; or (c) in the event that we determine that any Portal service is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons.

Rights to Use of RAA Portal

RAA grants you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the RAA Portal as part of the services being provided to you by RAA. This license is for the sole purpose of enabling you to use and enjoy the benefit of the RAA Portal and services, in the manner permitted by these terms and conditions. You may not, and you may not permit anyone else to, copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the RAA Portal or any part thereof. Except as expressly provided herein, unless RAA has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the RAA Portal, grant a security interest in or over your rights to use the RAA Portal, or otherwise transfer any part of your rights to use the RAA Portal. Notwithstanding the foregoing, you are granted limited administrative rights to provide access to the RAA Portal in your reasonable discretion to those parties who would reasonably need to access information located on the RAA Portal, or who could upload information and documents (such as tax documents and other financial papers) onto the RAA Portal for you to access, that would assist you in utilizing the services provided by the RAA Portal in the ordinary course.

Intellectual Property

The content on the RAA Portal including without limitation, the text, software, scripts, graphics, photos, sounds, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to RAA, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the RAA Portal is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. RAA reserves all rights not expressly granted in and to the RAA Portal and the Content. You agree not to engage in the use, copying, or distribution of any of the Content other than expressly permitted herein. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the RAA Portal or features that prevent or restrict use or copying of any Content or enforce limitations on use of the RAA Portal or the Content therein.

Other Content

The RAA Portal may include hyperlinks to other web sites or content or resources that are not owned or controlled by RAA. RAA has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or resources which are provided by companies or persons other than RAA. You acknowledge and agree that RAA is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products, or other materials on or available from such web sites or resources. You acknowledge and agree that RAA is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such web sites or resources. We encourage you to be aware when you leave the RAA Portal and to read the terms and conditions and privacy policy of each other website that you visit.

Disclaimer

YOU ACKNOWLEDGE AND ACCEPT THAT: (I) YOU ASSUME ALL RISKS RELATED TO OR RESULTING FROM YOUR USAGE, VIEWING, OR ACCESS OF THE SITE AND ITS MATERIALS. THE SITE AND ITS MATERIALS ARE PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. (II) WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE. (III) WE EXPRESSLY DISCLAIM ALL WARRANTIES (A) THAT THE SITE AND ITS MATERIALS WILL BE ERROR-FREE OR VIRUS-FREE; (B) THAT THE SITE WILL BE UNINTERRUPTED AND SECURE; (C) THAT THE SITE WILL MEET YOUR REQUIREMENTS; AND (D) REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, VALIDITY, TIMELINESS OR TRUTHFULNESS OF ANY SUBMITTED INFORMATION. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED IS DONE SO AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIALS.

Liability and Limitations of Liability

YOU UNDERSTAND AND AGREE THAT THE SITE AND ITS MATERIALS ARE NOT A SUBSTITUTE FOR PROFESSIONAL ADVICE. YOU UNDERSTAND AND AGREE THAT SOME LAWS, REGULATIONS, GUIDELINES AND OTHER MATTERS ADDRESSED IN THE SITE AND ITS

MATERIALS ARE SUBJECT TO INTERPRETATION AND THAT YOU SHALL BE SOLELY RESPONSIBLE FOR, AND WAIVE ANY CLAIM AGAINST US, OUR PARENTS, AND SUBSIDIARIES, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES FOR ANY LOSS, DAMAGE AND EXPENSE OR CLAIM THEREOF) RESULTING FROM YOUR USE OF THE SITE AND ITS MATERIALS. YOU AGREE THAT THE AVAILABILITY OF THE SITE AND ITS MATERIALS SHALL NOT BE CONSTRUED AS THE RENDERING OF ANY TAX, LEGAL, ATTEST, ACCOUNTING, AUDITING OR OTHER PROFESSIONAL, SERVICES OR ADVICE.

YOU AGREE TO ASSUME ALL RISKS ASSOCIATED WITH, ARISING OUT OF, OR RESULTING FROM YOUR USE OF THE SITE, THE MATERIALS, OR ANY SUBMITTED INFORMATION, INCLUDING, BUT NOT LIMITED TO, THE RISKS OF FINANCIAL LOSS, PHYSICAL HARM, PROPERTY DAMAGES, DEALING WITH OTHER USERS OF THE SITE, STRANGERS, MINORS, OR FOREIGN NATIONALS, AND PERSONS ACTING UNDER FALSE PRETENSE. YOU FURTHER AGREE TO RELEASE US, OUR PARENTS, AND AFFILIATES, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, DEMANDS, DAMAGES (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, REVENUE, DATA, OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR BREACH OR FAILURE OF WARRANTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, ASSOCIATED WITH, ARISING OUT OF, OR RESULTING FROM YOUR USAGE OF THE SITE, THE MATERIALS, ANY SUBMITTED INFORMATION, AND ANY TRANSACTIONS RELATED TO OR RESULTING FROM YOUR USE OF THE SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

You agree to indemnify, defend, and hold us, our parents, and subsidiaries, and their respective affiliates, officers, directors, agents, employees, harmless from any claims or demands of any third party, including, but not limited to, attorneys' fees and legal fees, resulting from or arising out of your Use of the Site, your Use of the Materials,

your Submitted Information, or your violation of any terms and conditions of this Notice.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU AGREE AND ACKNOWLEDGE THAT OUR AGGREGATE LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED U.S. \$100.

Notices

All Notices by us to you shall be by email to the email address listed as the Portal Administrator.

All notices by you to us shall be by email to mbrown@rossanglim.com or in writing to:

Michelle Brown
Ross Anglim Angelini & Co., LLP
775 Mountain Blvd.
Suite 209
Watchung, NJ 07069

Entire Agreement

This Agreement constitutes the entire agreement between you and us regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement, or communication between you and us, whether written or oral, regarding such subject matter.

Severability

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.

Waivers

The failure by us to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect our right to enforce such provision thereafter. All waivers by us must be in writing to be effective.

Successors and Assigns

This Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by RAA without restriction.

Relationship

Nothing in this Agreement is intended to or does create any type of joint venture, creditor-debtor, escrow, partnership or any employer/employee or fiduciary or franchise relationship between you and us (or any of our Associates).

Governing Law

This Agreement shall be construed and enforced according to the laws of the State of New Jersey applicable to agreements made and to be performed wholly within the State of New Jersey. You agree to submit to the exclusive jurisdiction of the courts located within the State of New Jersey, County of Somerset, to resolve any legal matter arising from these terms and conditions. Notwithstanding this, you agree that RAA shall still be entitled to apply for any necessary injunctive remedies in any jurisdiction.

Last Revision Date

This Agreement was last revised on February 15, 2017.