

ONLINE TERMS OF USE

Last revised May 1, 2017

These terms and conditions of use ("Terms of Use") govern your use of our online interfaces and properties (e.g., websites and mobile applications) owned and controlled by K creators, Inc. ("Company"), including the www.newtortoise.com website (collectively, the "Site"). Your compliance with these Terms of Use is a condition to your use of the Site. If you do not agree to be bound by the Terms of Use, promptly exit this Site. Please also consult our Privacy Policy (<https://www.newtortoise.com/privacy-policy>) for a description of our privacy practices and policies.

Binding Arbitration. These Terms of Use provide that all disputes between you and Company will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below entitled Dispute Resolution; Arbitration Agreement [\[TBP\]](#) for the details regarding your agreement to arbitrate any disputes with Company.

1. Ownership Of The Site

All pages within this Site and any material made available for download are the property of Company, or its licensors or suppliers, as applicable. The Site is protected by United States and international copyright and trademark laws. The Contents of the Site, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site ("Content") may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by Company. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, content or other proprietary information (including; images, text, page layout, or form) of Company without our express written consent.

2. Site Access, Security and Restrictions; Passwords

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

Violations of system or network security may result in civil or criminal liability. Company will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

You may only use the services for your own personal, non-commercial use and not on behalf of or for the benefit of any third party. Your use of the services must comply with all applicable law. If your

use of the services is prohibited by applicable law, then you are not authorized to use the services. We are not responsible if you use the services in any manner that violates applicable law.

In the event access to the Site or a portion thereof is limited requiring a user ID and password ("Protected Areas"), you agree to access Protected Areas using only your user ID and password as provided to you by Company. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Site may be revoked by Company at any time with or without cause. You agree to defend, indemnify and hold Company harmless from and against all third party claims, damages and expenses (including reasonable attorneys fees) against or incurred by Company arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Site, or access by anyone accessing the Site using your user ID and password.

3. Accuracy and Integrity of Information

Although Company attempts to ensure the integrity and accurateness of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Company so that it can be corrected. Information contained on the Site may be changed or updated without notice. Additionally, Company shall have no responsibility or liability for information or Content posted to the Site from any non-Company affiliated third party.

4. User Requirements

For our compliance purposes and in order to provide services to you, you hereby authorize us to, directly or through a third-party, obtain, verify, and record information and documentation that helps us verify your identity and bank account information. When you register for the services and from time to time thereafter, we may require you to provide and/or confirm the information and documentation that will allow us to identify you, such as:

- A copy of your government-issued photo ID, such as a passport or driver's license;
- A copy of a utility bill, bank statement, affidavit, or other bill, dated within three months of our request, with your name and U.S. street address on it; and
- Such other information and documentation that we may require from time to time.

By using the services and providing user information to us, you authorize us to obtain, directly or indirectly through our third-party service providers, information about you and your bank account from the financial institution holding your bank account and other third-party websites and databases that may be necessary to provide the services. We make no effort to review such information for any purpose, including, but not limited to, accuracy, legality, or noninfringement. You agree that our third-party service providers and the operators and owners of the third-party websites will be entitled to rely on the foregoing authorization granted by you.

The information you provide to us is subject to our Privacy Policy (<https://www.newtortoise.com/privacy-policy>)

5. Electronic Signatures and Communications

To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under these Terms of Use and in connection with your relationship with us (collectively, "Communications") that we may otherwise be required to send or provide you in paper

form (e.g., by mail). By accepting and agreeing to these Terms of Use electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) your consent will remain in effect until you withdraw your consent as specified below.

Your Right to Withdraw Your Consent. Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by contacting us at (917) 688-9851 or help@newtortoise.com. If you withdraw your consent to receive Communications electronically, we will close your account and return the balance in your account to your bank account and you will no longer be able to use your account in Tortoise. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

You Must Keep Your Contact Information Current With Us. In order to ensure that we are able to provide Communications to you electronically, you must notify us of any change in your email address and your mobile device number or other text message address by updating your profile on the Website.

Copies of Communications. You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

6. Online Transfers; Interest

You may not use the funds in your account to make purchases, transfer funds to third parties, or for any other purpose other than to withdraw such funds to your bank account. You are solely responsible for determining whether the funds debited from your bank account and the funds maintained in your account are acceptable to you. We are not responsible for any third-party fees that may be incurred as a result of using the services, including, but not limited to, third-party fees incurred as a result of maintaining insufficient funds in your bank account.

Tortoise is not a financial adviser, and the services are not intended to provide financial advice. Your financial situation is unique. We are not responsible for ensuring your bank account has sufficient funds for your needs, purposes, or transactions. We do not make any representations, warranties, or guaranties of any kind that the services are appropriate for you. Before using the services, you should consider obtaining additional information and advice from a financial adviser.

You represent and warrant that if you are making online transfers that (i) any credit card, debit card and bank account information you supply is true, correct and complete, and (ii) you are the person in whose name the bank account is registered and you are authorized to make such transactions with the relevant information.

You agree that you will not receive interest or other earnings on the funds in your account. You irrevocably transfer and assign to Tortoise any and all rights that you may have to any interest that may accrue on funds held in your account. This assignment applies only to the interest earned on the funds held in your account, and nothing in these Online Terms of Use grants Tortoise any rights to the principal of the funds held in your account.

7. Export Policy and Restrictions

You acknowledge that the Content which is licensed on the Site, which may include technology and software, is subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the Content is received. By downloading or using technology or software from the Site, you

agree to abide by the applicable laws, rules and regulations - including, but not limited to the Export Administration Act and the Arms Export Control Act - and you represent and warrant that you will not transfer, by electronic transmission or otherwise, the software or technology to a foreign national or a foreign destination in violation of the law. You shall indemnify and hold harmless Company from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from your failure to comply with this provision and/or applicable export control, antiboycott, or economic sanctions laws and regulations.

8. Anti-Money Laundering Compliance.

Given the nature of the Company's business, you should note that the Company adheres to applicable laws regarding anti-money laundering ("AML"). Specifically, the Company: (i) complies with applicable AML laws and regulations applicable to its performance of this Agreement; and (ii) has established and maintained an AML compliance program. This compliance may result in sharing of your data. .

9. Links to Other Sites

Company makes no representations whatsoever about any other website that you may access through this Site. When you access a non-Company site, please understand that it is independent from Company, and that Company has no control over the Content on that website. In addition, a link to a non-Company website does not mean that Company endorses or accepts any responsibility for the Content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

10. ACH Processor Terms of Service

By agreeing to these Terms of Use, you are also agreeing to additional terms of service from SynapsePay (our financial partner). SynapsePay's terms may be accessed at <https://synapsepay.com/legal>. Company's website and application are not directly supported by, endorsed or certified by SynapsePay. SynapsePay gives no warranties and makes no claims about Company's application and website.

11. User Generated Content, Reviews, Feedback and other Postings to the Site

If you submit, upload or post any comments, ideas, suggestions, information, files, videos, images or other materials to us or our Site ("User Generated Content"), you agree not to provide any User Generated Content that (1) is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. You agree not to contact other site users through unsolicited e-mail, telephone calls, mailings or any other method of communication. You represent and warrant to Company that you have the legal right and authorization to provide all User Generated Content to Company for the purposes and Company's use as set forth herein. Company shall have a royalty-free, irrevocable, transferable right and license to use the User Generated Content however Company desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such User Generated Content and/or incorporate such User Generated Content into any form, medium or technology throughout the world. Company is and shall be under no obligation (1) to maintain any User Generated Content in confidence; (2) to pay to you any compensation for any User Generated Content; or (3) to respond to any User Generated Content.

Company does not regularly review posted User Generated Content, but does reserve the right (but not the obligation) to monitor and edit or remove any User Generated Content submitted to the Site. You grant Company the right to use the name that you submit in connection with any User Generated Content. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User Generated Content. You are and shall remain solely responsible for the content of any User Generated Content you make. Company and its affiliates take no responsibility and assume no liability for any User Generated Content submitted by you or any third party.

You agree to defend, indemnify and hold Company harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by Company arising out of any User Generated Content you post or allow to be posted to the Site.

Claims of Copyright Infringement

We disclaim any responsibility or liability for copyrighted materials posted on our site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

Company respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("**DMCA**"), we will respond promptly to notices of alleged infringement that are reported to Company's Designated Copyright Agent, identified below.

Notices of Alleged Infringement for Content Made Available on the Site

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us a notice ("Notice") complying with the following requirements.

1. Identify the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to our Copyright Agent:

Sunguook Wee

Kreators, Inc.

900 Memorial Drive, 25 Peabody Terrace, APT #23

Cambridge, MA, 02138

Disclaimer of Warranties

COMPANY DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES. COMPANY DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

WARRANTIES RELATING TO PRODUCTS OR SERVICES OFFERED, SOLD AND DISTRIBUTED BY COMPANY ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED WITH OR IN CONNECTION WITH THE APPLICABLE PRODUCTS OR SERVICES.

12. Limitation of Liability Regarding Use of Site

COMPANY AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF COMPANY TO YOU WITH RESPECT TO YOUR USE OF THIS SITE IS \$500 (FIVE HUNDRED DOLLARS).

13. Dispute Resolution; Arbitration Agreement.

We will try work in good faith to resolve any issue you have with Site, including products and services order or purchased through the Site, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

You and Company agree that any dispute, claim or controversy arising out of or relating in any way to your use of the Site, including products and services order or purchased through the Site, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and

that you and Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and Company.

If you desire to assert a claim against Company, and you therefore elect to seek arbitration, you must first send to Company, by certified mail, a written Notice of your claim ("Notice"). The Notice to Company should be addressed to: Kreators, Inc., 900 Memorial Drive, 25 Peabody, Terrace, APT #23, Cambridge, MA, 02138 ("Notice Address"). If Company desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by Company, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Company and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Company may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Company or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at www.adr.org. If you are required to pay a filing fee, after Company receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Unless Company and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. 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 award is based. If the arbitrator issues you an award that is greater than the value of Company's last written settlement offer made before an arbitrator was selected (or if Company did not make a settlement offer before an arbitrator was selected), then Company will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

YOU AND COMPANY 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. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in Chicago, Illinois.