Terms of Use

AS A CONDITION OF USING INVESTABLE, INC.'S WEBSITE, YOU MUST AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF USE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU SHOULD EXIT THIS WEBSITE IMMEDIATELY.

The Investable network and service (collectively, "the Service") are operated by Investable, Inc., a Virginia corporation ("The Company," "we," or "us"). By accessing and/or using our web site at www.beinvestable.com, including any subdomain thereof (the "Site"), you (the "User") signify that you have read, understand and agree to be bound by these terms of use ("Terms of Use"), in addition to the terms of our Privacy Policy and Security Policy, regardless of whether you are a registered member of the Service. In addition to these Terms of Use, you may enter into other agreements with us or others that will govern your use of the Service or related services offered by us or others. If there is any contradiction between these Terms of Use and another agreement you enter into applicable to specific aspects of the Service, the other agreement shall take precedence in relation to the specific aspects of the Service to which it applies. As used herein, "Users" means anyone who accesses and/or uses the Site. Section titles in this Terms of Use document are for reference purposes only and cannot be construed to affect the meaning of provisions therein.

We may make changes to these Terms of Use from time to time, in our sole discretion. You understand and agree that your continued use of the Service or the Site after we have made any such changes constitutes your acceptance of the changed Terms of Use. You should check these Terms of Use periodically for changes. All changes shall be effective upon posting. Investable, Inc. may terminate, suspend, change, or restrict access to all or any part of this Site without notice or liability.

Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without Investable, Inc.'s prior written consent in its sole and absolute discretion. Investable, Inc. reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

Notice

You agree that Investable, Inc. may provide notice to you by posting it on our website, emailing it to the email address listed in your account, sending you a message via your User account or mailing it to the street address listed in your account. Such notice shall be considered to be received by you within 24 hours of the time it is posted to our website, messaged or emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, we will consider it to have been received by you three calendar days after it is sent. By providing Investable, Inc. a telephone number (including a wireless/cellular telephone), you consent to receiving autodialed and prerecorded message calls from Investable, Inc. at that number.

Except as otherwise stated in these Terms of Use, notice to Investable, Inc. must be sent by postal mail to: 340 East 23 rd Street, Unit 6C, New York, NY, 10010.

Identity Authentication

You authorize Investable, Inc., directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide a taxpayer identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your Information against third party databases or through other sources.

Taxes

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Investable, Inc. is not responsible for

determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction. You agree to indemnify Investable, Inc. to the fullest extent of applicable law in the event that any tax authority holds us responsible for any taxes directly or indirectly arising from your use of the Site.

Investor User Securities Matters

Notwithstanding anything to the contrary in these Terms of Use, in no event shall anything in these Terms of Use be deemed to be a waiver, and we will not assert there has been a waiver, that would not be permissible under Section 14 of the Securities Act of 1933, Section 29(a) of the Securities Exchange Act of 1934, or any other applicable provision of federal and state securities laws.

Eligibility

This Site is intended solely for Users who are eighteen (18) years of age or older, and any registration by, use of or access to the Site by anyone under 18 is unauthorized, unlicensed and in violation of these Terms of Use. By using the Service or the Site, you represent and warrant that you are 18 or older and that you agree to and to abide by all of the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or otherwise violate an agreement between you and us, Investable, Inc. may terminate your membership, delete your profile and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site), at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 18, or for any other reason whatsoever in the sole discretion of Investable, Inc.

Registration Data; Account Security

In consideration of your permission to use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Investable, Inc., to keep it accurate, current and complete; (d) regularly review these Terms of Use for updates and changes; and (e) be fully responsible for all use of your account and for any actions that take place using your account.

Proprietary Rights in Site Content; Limited License

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User Representations

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of Users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Service or the Site or for any other purpose. You further agree that you will not use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site. In addition, you agree not to use the Service or the Site to:

- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable in our sole and absolute discretion;
- register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation:
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass another user;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- use or attempt to use another's account, service or system without authorization from Investable, Inc., or create a false identity on the Service or the Site; or
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Engaging in any activity that disrupts or interferes with the Site or the Services, including the servers and/or networks to which the Site's content and Service protocols are located or connected, is strictly prohibited. You agree to not to use the Site or any Content to upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial or non-commercial solicitation or bulk communications of any kind to any Investable, Inc. member or other third party. In order to protect its members from such advertising or solicitation, Investable, Inc. reserves the right to restrict the number of emails which a member may send to other members in any 24-hour period to a number which Investable, Inc. deems appropriate in our sole discretion. Directly contacting more than five (5) Investable, Inc. members with a materially identical message within a 24-hour period is presumed to be spam and a violation of these Terms of Use.

User Content Posted on the Site

You are solely responsible for the photos, profiles, messages, notes, text, information, music, video, contact information for you or others, advertisements or other content that you upload, publish, provide or display (collectively, "post") on or through the Service or the Site, or transmit to or share with other Users (collectively, the "User Content"). You agree that you will not contact members directly or to attempt to enter into any lending transactions with members outside of the Service. You are solely responsible for your interactions with other Users, We reserve the right, but have no obligation, to monitor disputes between you and other Users. You understand and agree that Investable, Inc. may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation, User Content that in the sole judgment of Investable, Inc. violates these Terms of Use, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of, Users or others.

By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to Investable, Inc. an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will not expire.

You may review personal information (including credit data) posted by other Users on the Site, but you are not authorized to disclose or otherwise use such information for any purpose other than assessing the creditworthiness of other Users.

If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our Designated Agent as set forth below:

Name of Agent Designated to Receive Notification of Claimed Infringement: Jason Cross

Full Address of Designated Agent to Which Notification Should be Sent: 340 East 23rd Street, Unit 6C, New York, NY 10010

Telephone Number of Designated Agent: 1-301-646-1131

E-Mail Address of Designated Agent: Jason.cross@beinvestable.com

To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication that includes the following:

- A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- C. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- D. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- E. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- F. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, Investable, Inc. has adopted a policy of terminating, in appropriate circumstances and at Investable, Inc.'s sole discretion, the memberships of members who are deemed to be repeat infringers. Investable, Inc. may also at its sole discretion limit access to the Site and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Links to Other Web Sites and Content

The Site contains (or you may be sent through the Site or the Services) links to other web sites ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the "Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Content posted on the Site, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

Consent to Electronic Transactions and Disclosures

Because we operate only on the Internet, it is necessary for you to consent to transact business with us online and electronically. We also need you to consent to our giving you certain disclosures electronically, either via our Site or to the email address you provide to us. By agreeing to these Terms of Use, you agree to receive electronically all documents, communications, notices, contracts, and agreements, including any IRS Form 1099, arising from or relating to any loans you may request or receive, your registration as a borrower or investor on our Site, any loans you may fund, your use of this Service, the servicing of your loan, if funded as either a borrower or investor member of Investable, Inc. (each, a "Disclosure"), from us. An IRS Form 1099 refers to any Form 1099 or other Form, Schedule or information statement, including corrections of such documents, required to be provided pursuant to U.S. Internal Revenue Service rules and regulations and that may be provided electronically (each, an "IRS Form 1099"). The decision to do business with us electronically is yours. This document informs you of your rights concerning Disclosures.

Electronic Communications

Any Disclosures will be provided to you electronically through Investable, Inc. either on our Site or via electronic mail to the verified email address you provided. If you require paper copies of such Disclosures, you may write to us at the mailing address provided below and a paper copy will be sent to you at a cost of up to \$5.00 per document. If you do not consent to receive an IRS Form 1099 electronically when you agree to these Terms of Use or subsequently revoke such consent, a paper copy of any IRS Form 1099 required to be delivered to you after the effective time of your failure to consent or revocation of consent will be sent to you at no cost. However, a fee may be charged for any additional or replacement copies of such IRS Form 1099. A request for a paper copy of any Disclosure will not be considered a withdrawal of your consent to receive Disclosures electronically. Any IRS 1099 Forms provided electronically will remain accessible through at least October 15 of the year in which such IRS Form 1099 is made available; after that time the IRS Form 1099 may no longer be accessible electronically. We may discontinue electronic provision of Disclosures at any time in our sole discretion.

Scope of Consent

Your consent to receive Disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such Disclosures relate. Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a User have been made.

Consenting to Do Business Electronically

Before you decide to do business electronically with Investable, Inc., you should consider whether you have the required hardware and software capabilities described below.

Hardware and Software Requirements

In order to access and retain Disclosures electronically, you must satisfy the following computer hardware and software requirements: access to the Internet; an email account and related software capable of receiving email through the Internet; a web browser which is SSL-compliant and supports secure sessions, such as Internet Explorer 5.0 or above, Firefox version 24 or above and Netscape Navigator 6.0 or above, or the equivalent software; and hardware capable of running this software.

Withdrawing Consent

You may withdraw your consent to receive Disclosures electronically by contacting us at the address below. However, once you have withdrawn your consent you will not be able to post loan requests on our Site. If you have a pending loan request on our Site we will terminate it and remove it from our system. If you have already received a loan, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your verified home address provided during registration. If you are an investor member on the Site and you withdraw your consent to receive Disclosures electronically, you may continue to contribute funds to requests on the Site. If you have already purchased one or more loans, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your verified home address provided during registration. If you withdraw your consent to receive IRS Forms 1099 electronically, we will confirm your withdrawal and its effective date in writing by email. Such withdrawal will take effect for the calendar year in which it is made so long as such withdrawal is made before November 1 of such calendar year.

How to Contact Us Regarding Electronic Disclosures

You can contact us via email at support@beinvestable.com or by calling Member Support at (815) 985-1490. You may also reach us in writing to us at the following address: Investable, Inc., 340 East 23rd Street, Unit 6C, New York, NY 10010, Attention: Compliance Department.

You will keep us informed of any change in your email or home mailing address so that you can continue to receive all Disclosures in a timely fashion. If your registered email address changes, you must notify us of the change by sending an email to support@beinvestable.com or calling (815) 985-1490. You also agree to update your registered residence address and telephone number on the Site if they change.

You will print a copy of these Terms of Use for your records, and you agree and acknowledge that you can access, receive and retain all Disclosures sent via email or posted on the Site.

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You further agree that you will cooperate fully in the defense of any such claims. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of Investable, Inc. You further agree to indemnify and hold harmless Investable, Inc. from any claim arising from a third party's use of information or materials of any kind that you post to the Site.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to Investable, Inc. are non-confidential and shall become the sole property of Investable, Inc. Investable, Inc. shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

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