

Conditions of Use

Effective 4/23/2013

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Governing Law. These Terms and Conditions of Use shall be governed by the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws provisions. Any dispute relating to these Terms and Conditions of Use shall be brought solely in the state or federal courts located in Massachusetts and you agree that such courts shall have jurisdiction over you in connection with any such dispute. You must commence any cause of action you may have with respect to your use of this Website within one year after the claim or cause of action arises. If, for any reason, a court of competent jurisdiction finds any provision in these Terms and Conditions of Use to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and Conditions of Use, and the remainder shall continue in full force and effect. To the extent these Terms and Conditions of Use conflict with the terms and conditions of use relating to any password-protected area of this Website, the more specific terms and conditions of use relating to such password-protected area shall control.

Severability. If any provision of these Terms and Conditions of Use are deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and Conditions of Use and will not affect the validity and enforceability of the remaining provisions.

Arbitration. You agree that Clover Foundation may require you to submit any disputes arising out of or related to the Website or this Terms and Conditions of Use to final and binding arbitration under the American Arbitration Association, by a single arbitrator appointed in accordance with said rules.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT

CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CLOVER FOUNDATION ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Representations and Warranties. You represent and warrant that: (i) you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to these Terms and Conditions of Use; (ii) you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of these Terms and Conditions of Use; and (iii) when using this Website you shall not violate or facilitate any violation of any applicable local, state, federal or international law, statute, regulation, code or ordinance, including, without limitation, regulations promulgated by or the rules of any national or other securities exchange. The permission to use this Website granted by this terms of use automatically terminates if you breach any of the terms and conditions contained herein.

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You may not violate or attempt to violate the security of the Website. Tampering with any portion of the Website, providing untruthful or inaccurate information, misrepresenting your identity, or conducting fraudulent activities on the Website, whether or not through the use of agents, are prohibited and constitute a breach of these Terms and Conditions of Use. You are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) disabling, removing,

defeating, or avoiding any security device or system, including, without limitation, any password and login functionality used to authenticate users; (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (e) sending unsolicited email, including promotions and/or advertising of products or services; (f) forging any TCP/IP packet header or any part of the header information in any email or posting; (g) using or attempting to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website other than the search engine and search agents available within the Website and other than generally available third party web browsers; (h) reverse engineering, decompiling or disassembling the underlying software; (i) removing any notices, warnings, labels, annotations or instructions from any portion of the Website and content or any related material, including, without limitation, any patent, trademark, copyright, or other proprietary notices or license provisions; or (j) otherwise invading the privacy of, obtaining the identity of, or obtaining any personal information about any user of the Website.

Any violations of system or network security including attempts to intentionally access a computer without authorization or exceed your authorized access level may be a violation of law. Clover Foundation may investigate occurrences that might involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. We may, without prior notice or warning of any kind, restrict or terminate the access of any and all users to the Website if we reasonably conclude that such restriction or termination is necessary to prevent, or prevent the further spread, of a virus, security breach or system malfunction.

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