

USER AGREEMENT / TERMS OF USE

Last Updated: May 6, 2021

This User Agreement and Terms of Use (“Agreement” or “TOU”) explains your rights and obligations in accessing, visiting, registering for, and/or using this website, which is owned and operated by Agora Benefit Partners, LLC d/b/a The Granite List and its affiliates or related entities (“TGL,” “we” or “us”). The website and any and all content, software, services, and functionality offered through or on the website are referred to in this Agreement as the “TGL Platform.” The TGL Platform is made available to you subject to your agreement to this Agreement. This Agreement does not apply to websites, apps, destinations, or other offerings that we do not own or control, even if they are linked to from the Service.

1. Binding Agreement / Updates

The Agreement is a legally binding contract between you and TGL. By Accessing the Platform, you represent and warrant that you have read, understood, and agree to be bound by this Agreement, and that You acknowledge the adequacy of consideration for this Agreement. Please review this document carefully as it is a legally binding agreement between You and TGL. If You do not agree to this Agreement and these terms, you are prohibited from Accessing the Website or the Services. Please exit immediately. By accessing the TGL Property, including, without limitation, browsing, using any information contained on or in the TGL Property, creating a User Account (defined below), and/or submitting information to TGL, you agree to and are bound by this Agreement and all the terms contained herein, including but not limited to conducting any transactions electronically, disclaimers of warranties and damages, limitations and exclusions concerning remedies, and choice of Tennessee law and jurisdiction.

TGL may periodically update this Agreement. If we make any material updates to any provision of this Agreement, we will post a notice on the website and/or notify you by email before the date the update becomes effective. We will also post the updated Agreement in its original location. Any updates will not be retroactive. If you object to any changes to this Agreement, you should not access or use the TGL Platform. Your continued access and/or use of the TGL Platform after updates are made signifies your agreement to the updated Agreement.

2. Privacy and Collection of Information

TGL’s collection and use of personal information through your access to and use of the TGL Property, whether or not you are a registered user, is described in and subject to our Privacy Policy. By accessing the Platform, you (a) consent to the collection and use of certain information about you in accordance with the Privacy Policy, and (b) represent that you have read, understood and agree to be bound by the Privacy Policy.

3. Eligibility / Age Restriction

The TGL Platform is not targeted to and is not to be used by persons under the age of 18. Any access or use of the TGL Platform by anyone under eighteen (18) years of age is strictly prohibited and in violation of this Agreement. You may use the TGL Platform only if you can form a binding contract with TGL, and only in compliance with this Agreement and all applicable laws, rules and regulations.

4. Use of TGL Platform

A. TGL grants you a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, fully revocable license to access and use the TGL Platform solely for legitimate, business-related purposes as authorized by this Agreement. You agree that you will not (i) remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the TGL Platform, or on any materials printed or copied from the TGL Platform; or (ii) dilute, tarnish or otherwise harm the TGL brand.

B. In order to utilize all functionality and features of the TGL Platform, you must register and create an account on the TGL Platform ("User Account"). You may not use another user's User Account without permission. When creating your User Account, you agree to provide complete and accurate information, and keep that information up to date. You are solely responsible for the activity that occurs on your User Account and must keep your User Account password confidential. TGL will not be liable for any losses caused by any unauthorized use of your User Account, and you should notify TGL immediately of any unauthorized use of your User Account.

C. By providing TGL your email address, you consent to our using that email address to send notices relating to the TGL Platform, including any notices required by law or regarding updates to the Agreement. We may also use your email address to send you other messages, including periodic newsletters and communications by or about TGL vendors. If you do not wish to receive such email messages, you may opt out or change your preferences by using the unsubscribe link affixed to each such communication.

D. TGL does not guarantee the continuous and uninterrupted availability of any portion of the TGL Platform, and expressly disclaims any responsibility for disruptions or outages beyond TGL's control. TGL reserves the right to temporarily restrict the availability of the TGL Platform or certain areas or features thereof with or without notice. You agree that TGL has no liability to you if the TGL Platform is discontinued or your ability to access the TGL Platform or any content you may have posted on the TGL Platform is interrupted, suspended or terminated for any reason.

5. TGL Content

A. Content on the TGL Platform that is provided by TGL or its licensors, including software, graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product, service and program names, slogans, and the compilation of the foregoing ("TGL Content") is the property of TGL or its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws. Except as expressly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, lease, license, download, screenshot, distribute, copy, reproduce, transmit, display to third parties, publicly perform, publish, adapt, edit or create derivative works from any TGL Content.

B. In addition, you acknowledge that the TGL Platform contains vendor information, contact information, information regarding vendor services, and third-party reviews or evaluations, and agree that such information is the property of TGL and/or the vendor. You agree that you will not copy, publish, distribute, display or otherwise provide to any third party such information, *other than* as necessary to evaluate, contact and/or do business with such vendors, on behalf of yourself or your own clients.

6. User Content

In certain areas of the TGL Platform, you may be able to submit on or through the TGL Platform information, text, links, graphics, images, audio, videos, and other information or communication ("User Content"). By submitting or otherwise transmitting any User Content on or through the TGL Platform, you grant TGL a limited, non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, adapt, publicly perform, publicly display, reproduce, and distribute such User Content in all media known or hereinafter developed without any further permission from you or any third-party and without any requirement to compensate you or any third-party. TGL does not guarantee confidentiality regarding User Content. You represent and warrant to TGL that you own or have a valid license to use and provide to TGL any User Content submitted by you on the TGL Platform, that you have the right (including any necessary licenses or permission from third parties) to grant the license set forth herein, and that the publishing or posting of any User Content you submit does not and will not violate the privacy rights, publicity rights, copyrights, trademarks, patents, contract rights or any other rights of any person or entity. You acknowledge and agree that TGL may remove User Content at any time, and that you are solely responsible for creating backups of such User Content. TGL is not liable for any statements, representations, acts or omissions made or committed through the submission or publication of any User Content. Any and all statements, recommendations, facts, opinions, assertions and/or advice expressed in User Content are those of the

user, and not TGL, and TGL's provision of the TGL Platform does not and shall not constitute any endorsement thereof.

7. Third-Party Links, Websites and Applications

The TGL Platform may include third-party technology, contain hyperlinks to other websites offered by unaffiliated persons or entities. By clicking on such links, you will leave the TGL Platform. TGL expressly disclaims responsibility for the content of any such third party websites and/or for the security, reliability, accuracy, timeliness, or privacy policies thereof. By including third-party hyperlinks on the TGL Platform, TGL does not intend to represent, expressly or by implication, that it sponsors, endorses or approves any content on such third-party website, nor any products or services of that third party.

8. Acceptable Use and Conduct

Your permission to use the TGL Platform is contingent on your compliance with the following rules and restrictions, which govern the use of and conduct on the TGL Platform:

A. Harm to Others.

You agree that you will not engage in any activity that, in TGL's sole judgment and discretion, restricts or inhibits any other person from using or enjoying any aspect of the TGL Platform or exposes or may expose any users or visitors to the TGL Platform to any harm or liability of any sort, whether by posting User Content or otherwise, by, without limitation, (i) misrepresenting your identity or your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity, or disguising the origin of any posting; (ii) threatening, stalking, harming, or harassing others, or promoting bigotry or discrimination; (iii) discriminating against or harassing anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation; (iv) engaging in any unlawful, tortious, threatening, defamatory, libelous, obscene, violent, harmful, abusive or disruptive behavior; (v) violating, infringing or invading anyone else's rights, including posting any User Content that contains personal information about any individual, violates the privacy/publicity of any individual or entity, (vi) breaching a contractual obligation or promise of confidentiality to any other person or entity, or (vii) infringing any copyright or other intellectual property right of any other person or entity.

B. Unauthorized Use of TGL Content

You agree that you will not download, display, or use any TGL Content: (i) for use in any publications, in public performances, or on websites or applications other than the TGL Platform; (ii) for any unpermitted commercial purpose; (iii) in connection with products or services that are not those of TGL; or (iv) in any other manner that is likely to cause confusion, that disparages or discredits TGL and/or its licensors, or that dilutes the strength of TGL's or its licensor's intellectual property, or that otherwise violates, infringes or misappropriates TGL's or its licensors' intellectual property rights or proprietary rights or constitutes any other misuse of TGL Content. Use of the TGL Content for any purpose not expressly permitted by the Agreement is strictly prohibited.

C. Harm to TGL Systems and Security

You agree that, when using the TGL Platform, you will not: (i) use any electronic communication feature of the TGL Platform for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful, (ii) retrieve, index, scrape, data mine or otherwise gather any TGL Content, the TGL Platform, or other data, content or materials (including through use of any robot, spider, screen scraping, web harvesting, data extraction, or similar software or technologies), (iii) reproduce or circumvent the navigational structure or presentation of TGL Content or the TGL Platform, (iv) upload, post, reproduce, or distribute any information, software, content or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (v) collect or store personal information about other users, including but not limited to harvesting or collecting email addresses or other contact information of other users, (vi) use the TGL Platform for any commercial transactions that are unrelated to the purposes for which the TGL Platform was provided, (v) upload, post, email, or otherwise transmit any advertising or promotional materials, spam or any other form of solicitation or unauthorized

communication, either directly through the TGL Platform (including through its interactive features) or to users through communication channels outside of the TGL Platform, or otherwise contact another user through the TGL Platform or unsolicited outside of the TGL Platform for any purpose, (vii) upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality or operation of the TGL Platform, or any feature or functionality of the TGL Platform, or (viii) use the Platform or any TGL Content in contravention of any other agreement to which you are a party, including but not limited to any employment agreement.

D. Use of Information Obtained Through TGL Platform

You acknowledge that TGL has no control over or responsibility regarding your use of information outside the TGL Platform. You agree that you shall not access the TGL Platform or use information obtained through the TGL Platform for any purpose that is (i) illegal or actionable under criminal or civil law, (ii) would constitute a violation of any applicable law, (iii) for purposes of "spamming" or distributing information to others for purposes of "spamming," (iv) to collect, store, or distribution of non-business information to any other person or entity, (v) for third-party advertising or marketing activities, and/or to distribute information for any commercial purpose to any third-party, (v) to solicit or disclose private, non-commercial information of any person or entity, or (vi) for sale, resale, or other commercial use of any kind, without TGL's prior written consent.

E. Sharing or Transfer of User Account Prohibited

You may not share, transfer, sell, resell, lease or otherwise convey your User Account or other means of access or use of the TGL Platform, or any portion thereof, or otherwise charge others to use the TGL Platform, or any portion thereof. You likewise may not redistribute the TGL Platform, or any content or portion thereof other than as provided in Section 5 of this Agreement, to any third party, whether or not you receive compensation or other consideration for such redistribution.

9. Intellectual Property Rights

Trademarks, trade names, product names and logos (the "Trademarks") contained in or used by the TGL Platform or third-party Technology are the trademarks or registered trademarks of their respective owners, and the use of such Trademarks shall inure to the benefit of the trademark owner. Subject to the licenses granted in this Agreement, you retain ownership of any copyright and other rights you have in User Content, *except* that you irrevocably waive any claims and assertions of attribution and/or moral rights with respect to User Content, if any, that you may have against TGL, its affiliates and/or other users of the TGL Platform. TGL or its licensors owns the TGL Platform, and all trademarks, services marks, tradenames, trade secrets, copyrights, and any other intellectual and property rights in and to the TGL Platform. TGL does not grant any express or implied rights in the TGL Platform to you as a user, other than as specifically provided in this Agreement. You agree that you shall have no ownership rights in the TGL Platform or your User Account.

10. DMCA Policy

A. Reporting Claims of Copyright Infringement.

TGL takes claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the TGL Platform or website infringe your copyright, you may request removal of those materials (or access to them) by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.

- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices and Counter Notices is:

Leigh Dill
 The Granite List
 240 Madison Ave, Suite 700
 901-560-6550
 admin@thegranelist.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. If you knowingly and materially misrepresent that material or activity on the Platform or website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

B. Counter Notification Procedures

If you believe that material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a "Counter Notice") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice. If you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

C. Repeat Infringers

TGL will disable and/or terminate the User Accounts of users who are repeat infringers.

11. Indemnification

You agree to indemnify, defend and hold TGL and any and all of its affiliates, subsidiaries, officers, employees, and agents, and each of their affiliates, subsidiaries, officers, employees and agents, harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, arising from or related in any way to your violation of this Agreement or the publication, distribution or other use of User Content you submitted, posted, or otherwise provided to TGL or the TGL Platform.

12. REPRESENTATIONS AND LIMITATIONS OF LIABILITY

THIS SECTION LIMITS TGL'S LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THE TGL PLATFORM, THE TGL CONTENT, USER CONTENT, OR ANY OTHER FEATURE OR FUNCTION OF THE TGL PLATFORM. IF YOU DO NOT UNDERSTAND THESE TERMS (OR OTHER TERMS OF THE AGREEMENT), YOU SHOULD CONSULT A LAWYER BEFORE ACCESSING OR USING THE TGL PLATFORM. THIS SECTION APPLIES ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND IS NOT INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED IN THE MANNER PROVIDED HEREIN.

TGL MAKES NO REPRESENTATIONS ABOUT THE RELIABILITY OR USE OF THE TGL PLATFORM, TGL CONTENT, OR VENDOR OR USER CONTENT, TGL EXPRESSLY DISCLAIMS ALL LIABILITY IN THE EVENT OF ANY SERVICE FAILURE, AND MAKES NO REPRESENTATIONS REGARDING THE AMOUNT OF TIME THAT ANY CONTENT OR USER CONTENT WILL BE PRESERVED. TGL DOES NOT ENDORSE, VERIFY, EVALUATE OR GUARANTEE ANY INFORMATION PROVIDED BY VENDORS OR USERS, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED AN ENDORSEMENT, VERIFICATION OR GUARANTEE OF ANY CONTENT, WHETHER PROVIDED BY A VENDOR OR OTHER USER. YOU ACKNOWLEDGE AND AGREE THAT ANY USE OR RELIANCE ON SUCH CONTENT WILL BE AT YOUR OWN RISK. TGL ASSUMES NO RESPONSIBILITY FOR ENSURING THAT ANY VENDOR OR THIRD PARTY SERVICES OR PRODUCTS FOUND THROUGH THE TGL PLATFORM MEET YOUR REQUIREMENTS, AND IS NOT RESPONSIBLE TO YOU FOR ANY LOSSES YOU MAY INCUR AS A RESULT OF YOUR USE OF THE PLATFORM, AND/OR ANY VENDOR OR THIRD PARTY SERVICES OR PRODUCTS LOCATED THROUGH THE TGL PLATFORM.

THIS SITE IS PROVIDED ON AN "AS IS" BASIS ONLY. TGL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND/OR FITNESS FOR PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL TGL OR ANY THIRD PARTIES REFERENCED IN OR INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE TGL PLATFORM BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, COSTS AND EXPENSES OF ANY TYPE INCURRED, LOST PROFITS, LOST DATA OR PROGRAMS, AND BUSINESS INTERRUPTION) ARISING OUT OF USER'S ACCESS TO, USE OF, INABILITY TO USE OR ANY RESULTS OF USE OF THE TGL PLATFORM OR ANY RELATED SERVICES, OR ANY CONTENT CONTAINED ON THE TGL PLATFORM (INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RESULTING FROM A FAILURE OF PERFORMANCE, ERROR, OMISSION, LINKING TO OTHER WEB SITES, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, OR DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY COMPUTER OR SYSTEM), WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT TGL WAS ADVISED OF THE POSSIBILITY THEREOF. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS TO DISCONTINUE USE OF THE TGL PLATFORM. IF ANY PORTION OF THIS LIMITATION IS FOUND TO BE INVALID OR UNENFORCEABLE UNDER APPLICABLE LAW, TGL'S TOTAL LIABILITY TO USER SHALL NOT EXCEED THE AMOUNT USER PAID FOR ACCESS TO AND USE OF THIS SITE. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, IN WHICH CASE THE ABOVE LIMITATIONS MAY NOT APPLY TO USERS IN SUCH JURISDICTION.

13. Termination

TGL may terminate or suspend your User Account and delete and and all content associated with your User Account at any time, without notice, if TGL deems that you have violated this Agreement, applicable law, or for any other reason. TGL assumes no liability for any information removed from the TGL Platform, and reserves the right to permanently restrict access to the TGL Platform. If your User Account is terminated, you are expressly prohibited from registering a new User Account and/or from accessing the TGL Platform through another's User Account. In the event of any termination, the sections of this Agreement titled "Indemnification," "Representations and Limitations of Liability," "Privacy and Security," "Miscellaneous," and any other terms which by their nature survive termination shall survive and remain in effect.

14. Jurisdiction and Applicable Law

Any claim relating to this Site, any materials contained on the TGL Platform, any use of the TGL Platform, any order or purchase of goods or services through the TGL Platform, and/or any claim related to the Privacy Policy, are governed by and to be construed in accordance with the laws of the State of Tennessee, irrespective of laws that might be applicable under principles of conflicts of law. You irrevocably consent to the exclusive jurisdiction and venue of the Circuit Court of Tennessee for the Thirtieth Judicial District at Memphis or the United States District Court for the Western District of Tennessee (Memphis Division) in all disputes or causes of action arising out from or relating to this Site, these Terms, any use of this Site, and/or any order or purchase made through the Site.

15. Limitations on Use Outside United States

The TGL Platform is owned and operated within the United States of America. TGL makes no warranty or other representation that the TGL Platform, or any services, materials or information provided through the TGL Platform are available for use in other countries or are appropriate for use outside the United States. Access to the TGL Platform from countries outside the United States where such content is illegal or otherwise inconsistent with applicable law or regulations is prohibited. Users who access the TGL Platform from locations outside the United States do so at their own risk and are responsible for compliance with any applicable foreign law.

16. Information and Complaints

If you have a question or complaint regarding the TGL Platform, please send an e-mail to admin@thegranitelist.com. You may also contact TGL by phone or mail at the contact information provided on the TGL Platform. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information, including sensitive personal information or health information, in your e-mail correspondence with TGL. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

17. General

A. If any provision of this Agreement is held unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from the Agreement, and shall not affect the validity and enforceability of any other provisions hereof.

B. Any delay or failure by TGL in enforcing its rights under this Agreement shall not constitute a waiver of such rights. Further, no course of conduct, course of dealing, or trade custom or practice between TGL and any user shall modify the provisions of this Agreement.

C. This Agreement constitutes the entire agreement between TGL and you as to your use of the TGL Platform and any services related thereto. Any prior agreements, proposals and communications, whether written or oral, concerning the subject matter of this Agreement (including any prior versions hereof which have been amended or revised) are hereby superseded and shall be of no future effect with respect to this subject matter.

D. Nothing herein is intended to, nor shall, create any agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship between TGL and you.

E. TGL shall have the right to assign its rights, duties and obligations under this Agreement without restriction, and without any notice to you. Any attempt by you to assign such rights, duties and obligations, including without limitation your license to access the TGL Platform and content thereon, shall be void without the prior written consent of TGL.