

# **Bionic Capital LLC**

*Registered Investment Advisor*

## **TERMS OF USE**

### **PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY**

#### **Acceptance of Terms of Use**

These terms are a binding contract between you and Bionic Capital LLC, a registered investment advisor, as well as its affiliates. By using bioniccapi.com and its affiliated websites (“the Site”), you agree to the following terms of use and other conditions without limitation or qualification. If you do not agree with these terms, please do not use the Site.

#### **General Information/Disclaimer**

These terms and conditions apply to Bionic Capital LLC (“Bionic Capital”), and its affiliates and related persons. The information provided on the Site is provided for informational purposes only. The Site is not intended to provide any tax, legal, insurance or investment advice. Nothing on the Site should be construed as a recommendation, by us or any third party, to engage in any investment strategy or transaction. No information contained on the Site constitutes an offer, or a solicitation to buy or sell any security. Products or services are only offered to such investors in accordance with applicable laws and regulations. The information provided on the Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation.

#### **No Warranty/Limitations of Liability**

THE INFORMATION ON THE SITE IS PROVIDED "AS IS". BIONIC CAPITAL DOES NOT WARRANT THE ACCURACY OF THE MATERIALS PROVIDED HEREIN. BIONIC CAPITAL EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS AND OMISSIONS IN THESE MATERIALS AND FOR THE USE OR INTERPRETATION BY OTHERS OF INFORMATION CONTAINED ON THE SITE. BIONIC CAPITAL WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT COULD RESULT FROM INTERCEPTION BY THIRD PARTIES OF ANY INFORMATION MADE AVAILABLE TO OR BY YOU VIA THE SITE.

NEITHER BIONIC CAPITAL, NOR ANY OF ITS AFFILIATES, OFFICERS OR EMPLOYEES, NOR ANY THIRD PARTY VENDOR RETAINED BY BIONIC CAPITAL, WILL BE LIABLE OR HAVE ANY RESPONSIBILITY OF ANY KIND FOR ANY LOSS OR DAMAGE THAT YOU MAY INCUR FROM THE USE OF THIS SITE. IN EXCHANGE FOR USING THE SITE, YOU AGREE TO HOLD BIONIC CAPITAL HARMLESS AGAINST ANY CLAIMS FOR DAMAGES ARISING FROM ANY DECISIONS THAT YOU MAY MAKE BASED ON SUCH INFORMATION.

## **Linked Websites**

Should you leave the Site via a link contained in the Site, you do so at your own risk. The content to which you may link will not have been developed, checked for accuracy, or otherwise reviewed by Bionic Capital. Bionic Capital accepts no responsibility whatsoever for the content of such sites or any losses related thereto.

## **Investment Performance**

Historical performance is not necessarily indicative of future performance of an investment. The value of investments may fall as well as rise and investors may not get back the amount invested.

## **Modification of Terms**

Bionic Capital reserves the right, at its discretion, to amend, change, modify, add or remove portions of these terms at any time and without notice. We recommend you check these terms periodically for changes. The terms can be accessed from the Site. If you use the Site after we post changes to the terms, you accept the changed terms. If you do not agree to these terms, you are not granted permission to use the Site.

## **Copyrights and Trademarks**

Bionic Capital owns and operates the Site. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any copyrighted information or trademarks displayed on the Site without the written permission of Bionic Capital or the third party that may own the copyrighted information or trademarks. Your use of any copyrighted information or trademarks displayed on the Site, except as provided herein, is strictly prohibited.

If you download any information or software from the Site, you agree that you will not copy it or remove or obscure any copyright or other notices or legends contained in any such information.

## **Electronic Transmittals**

Information electronically submitted to the Site or via email should be considered neither secure nor confidential. Bionic Capital makes no representation whatsoever concerning the security or confidentiality of your electronically submitted information and specifically makes no representation that any information electronically submitted through the Site or via email will be or has been received by Bionic Capital.

Your communications and/or information should not be considered confirmed until you receive confirmation from Bionic Capital that it has received your transmittal and accepts or rejects the communications and/or information.

## **Applicable Laws and Venue**

By accessing the Site, both you and Bionic Capital agree to be bound by all applicable Federal laws of the United States of America and the laws of the State of California and, furthermore, that the appropriate California Federal or State court shall have exclusive jurisdiction for any action or dispute arising out of this agreement or the Site.

## **Severability**

If any provision of these terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and will not affect the validity and enforceability of the remaining provisions. The preceding terms of use represent the entire agreement between Bionic Capital and the user relating to the subject matter herein.

The headings of the provisions hereof are for descriptive purposes only and will not modify or qualify any of the rights or obligations set forth in such provisions.