

TERMS OF USE

Last Updated: [May 07, 2019]

These Terms of Use (“Terms”) govern your access to and use of the Atlasone website, platform, applications, services, investment opportunities, retirement planning resources, real estate offerings, and related services (collectively, the “Platform”) operated by Atlasone (“Atlasone,” “we,” “us,” or “our”).

By accessing or using the Platform, creating an account, submitting information, participating in an investment opportunity, purchasing real estate, or otherwise using any Atlasone service, you acknowledge that you have read, understood, and agree to be bound by these Terms and any additional terms, disclosures, offering documents, agreements, or policies applicable to a particular Atlasone product or service.

If you do not agree to these Terms, you must not access or use the Platform.

1. ABOUT ATLASONE

Atlasone provides technology-enabled retirement planning, real estate investment, property acquisition, and real estate development services designed to help individuals pursue long-term financial and retirement objectives.

Through the Platform, eligible users may be able to explore, evaluate, fund, purchase, or participate in real estate-related opportunities. The specific structure, ownership rights, investment characteristics, fees, risks, minimum investment amounts, distributions, holding periods, and exit mechanisms may vary from one opportunity to another.

Nothing on the Platform should be interpreted as a promise or guarantee that any particular investment, property, retirement strategy, or financial objective will produce a particular result.

2. ACCEPTANCE AND ELIGIBILITY

By using the Platform, you represent and warrant that:

- * You are at least 18 years old or otherwise legally capable of entering into a binding agreement;
- * You have the legal capacity and authority to enter into these Terms;
- * All information you provide to Atlasone is accurate, complete, and current;
- * You will update your information when necessary to keep it accurate;
- * You will comply with all applicable federal, state, and local laws and regulations; and
- * You will not use the Platform for any unlawful, fraudulent, or unauthorized purpose.

Certain investment opportunities may have additional eligibility requirements. These may include requirements relating to residency, income, net worth, accredited-investor status, investment experience, suitability, or other regulatory criteria.

Meeting the general eligibility requirements for the Platform does not necessarily qualify you to participate in every Atlasone investment opportunity.

3. RETIREMENT PLANNING AND INVESTMENT INFORMATION

Atlasone provides information and tools intended to assist users in understanding retirement planning and real estate investment opportunities.

Information presented through the Platform may include projections, illustrations, estimated returns, historical information, market data, property valuations, financial models, or other forward-looking information.

Such information is provided for informational and planning purposes only and may change based on market conditions, assumptions,

property performance, financing conditions, economic conditions, operating expenses, taxes, regulations, and other factors.

Past performance is not a guarantee of future results.

You are responsible for evaluating whether an investment is appropriate for your individual financial circumstances, investment objectives, risk tolerance, liquidity needs, tax situation, and retirement goals.

4. NO FINANCIAL, INVESTMENT, TAX, OR LEGAL ADVICE

Unless expressly stated otherwise in a separate written agreement, information made available through the Platform does not constitute personalized investment, financial, legal, tax, accounting, or other professional advice.

Atlasone does not represent that any investment opportunity is suitable for every user.

Before making an investment or retirement-related decision, you should consider obtaining independent advice from appropriately qualified financial, legal, tax, or investment professionals who understand your individual circumstances.

You remain solely responsible for your investment decisions.

5. REAL ESTATE INVESTMENT RISKS

Real estate investments involve substantial risks, including the possible loss of some or all of invested capital.

Risks may include, without limitation:

- * Changes in property values;
- * Changes in rental income or occupancy;
- * Vacancy and tenant-related risks;
- * Property damage or unexpected maintenance costs;

- * Construction, renovation, or development delays;
- * Cost overruns;
- * Financing and interest-rate risks;
- * Changes in local, state, or federal laws and regulations;
- * Changes in property taxes, insurance costs, or other operating expenses;
- * Changes in economic conditions;
- * Local market or neighborhood conditions;
- * Environmental or zoning issues;
- * Contractor, developer, property manager, or other third-party performance;
- * Illiquidity or difficulty selling an investment;
- * Delays in distributions or repayment;
- * Refinancing risk;
- * Changes in supply and demand;
- * Market downturns;
- * Inflation and purchasing-power risk; and
- * Other risks described in the applicable investment or property documentation.

Real estate is not a risk-free asset, and no representation is made that any property or investment will appreciate in value or generate a particular level of income.

6. NO GUARANTEE OF RETURNS

Atlasone does not guarantee:

- * A specific investment return;
- * A specific rate of appreciation;
- * Rental or other income;
- * Preservation of principal;
- * A particular retirement income;
- * A particular retirement date or financial outcome;
- * The successful completion of a development or construction project;
- * The sale or refinancing of a property;
- * The availability of a secondary market; or

* The ability to withdraw or recover invested funds at a particular time.

Any projections, target returns, estimates, forecasts, or examples presented through the Platform are not guarantees of future performance.

7. INVESTMENT OPPORTUNITIES AND OFFERING DOCUMENTS

Certain opportunities made available through Atlasone may involve the purchase of real estate directly, interests in real estate entities, securities, investment contracts, or other financial interests.

The legal structure and regulatory treatment of each opportunity may differ.

Before participating in an investment opportunity, you may be required to review and accept additional documents, which may include offering memoranda, subscription agreements, operating agreements, purchase agreements, risk disclosures, investor questionnaires, private placement documents, property disclosures, or other transaction-specific documents (“Investment Documents”).

Where there is a conflict between these Terms and an applicable Investment Document, the Investment Document will control with respect to the specific transaction.

You should carefully review all applicable Investment Documents before committing funds.

8. INVESTMENT ELIGIBILITY AND VERIFICATION

Atlasone may require users to complete identity verification, investor verification, suitability assessments, accreditation verification, anti-money-laundering procedures, tax documentation, or other compliance procedures before accessing certain services or investment opportunities.

Atlasone reserves the right to deny, restrict, suspend, or terminate access to an investment opportunity where eligibility or regulatory requirements are not satisfied.

Providing information to Atlasone does not guarantee acceptance into any investment opportunity.

9. INVESTMENT FUNDS AND TRANSACTIONS

Users are responsible for ensuring that funds submitted through the Platform are legally obtained and belong to the user or are otherwise lawfully controlled by the user.

Atlasone may use third-party payment processors, custodians, banks, escrow providers, broker-dealers, funding portals, administrators, property managers, or other service providers in connection with transactions.

The availability, timing, processing, custody, transfer, and return of funds may be subject to the terms and policies of those third parties and the applicable transaction documents.

Atlasone does not guarantee that a transaction will be completed within a particular timeframe.

10. RETIREMENT ACCOUNTS AND TAX CONSIDERATIONS

Atlasone may provide information or services relating to retirement planning and may, where legally and operationally available, facilitate or support investments involving retirement accounts.

Not every investment or property opportunity will be eligible for investment through every type of retirement account.

The tax treatment of an investment depends on the structure of the investment and the individual's circumstances.

Users are solely responsible for understanding the tax consequences of their investment decisions and should consult an appropriately qualified tax professional before investing retirement assets.

Atlasone does not guarantee any particular tax treatment, deduction, exemption, deferral, or retirement benefit.

11. PROPERTY INFORMATION

Atlasone may provide information concerning properties, developments, projects, locations, estimated values, projected income, expenses, financing, construction schedules, or anticipated returns.

While Atlasone seeks to provide accurate and useful information, property information may be based on estimates, third-party information, assumptions, forecasts, or information available at a particular point in time.

Atlasone does not warrant that all property information will always be complete, accurate, current, or free from error.

Property availability, pricing, specifications, development schedules, and other characteristics may change without notice.

12. THIRD-PARTY SERVICES AND LINKS

The Platform may contain links to or integrations with websites, applications, financial institutions, payment processors, custodians, broker-dealers, funding portals, property managers, developers, contractors, and other third-party services.

Atlasone does not control third-party websites or services and is not responsible for their availability, accuracy, security, policies, products, services, or content.

Your use of third-party services is subject to the terms and privacy policies of those third parties.

You access and use third-party services at your own risk.

13. COOKIES AND TECHNOLOGIES

Atlasone may use cookies, pixels, analytics tools, tags, and similar technologies to operate, secure, analyze, personalize, and improve the Platform.

These technologies may collect information about your browser, device, IP address, pages visited, interactions with the Platform, and other technical or usage information.

Where required by applicable law, Atlasone will provide appropriate notices and choices regarding cookies and similar technologies.

Additional information about our collection and use of personal information is provided in our Privacy Policy.

14. SITE AND CONTENT PROVIDED “AS IS”

THE PLATFORM AND ALL CONTENT, INFORMATION, MATERIALS, FEATURES, AND SERVICES MADE AVAILABLE THROUGH THE PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS TO THE MAXIMUM EXTENT PERMITTED BY LAW.

ATLASONE DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, COMPLETE, ACCURATE, OR AVAILABLE AT ANY PARTICULAR TIME.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ATLASONE DISCLAIMS WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND RELIABILITY.

15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ATLASONE AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, SERVICE PROVIDERS, AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, GOODWILL, OR EXPECTED INVESTMENT RETURNS ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORM OR ANY INVESTMENT OR TRANSACTION.

THIS LIMITATION APPLIES REGARDLESS OF THE LEGAL THEORY OF LIABILITY AND WHETHER OR NOT ATLASONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTHING IN THESE TERMS IS INTENDED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. ELECTRONIC COMMUNICATIONS AND SIGNATURES

By using the Platform, you consent to receive communications, notices, disclosures, agreements, statements, confirmations, and other documents electronically where permitted by applicable law.

You agree that electronic communications and electronic signatures may satisfy legal requirements for written communications or signatures to the extent permitted by applicable law.

When you select “Submit,” “Accept,” “I Agree,” “Invest,” “Purchase,” or another similarly designated button or electronic confirmation, your action may constitute your electronic signature, authorization, or legally binding consent.

17. INTELLECTUAL PROPERTY

The Platform and its content, including text, graphics, logos, designs, software, photographs, videos, trademarks, service marks, data, and

other materials, are owned by or licensed to Atlasone and are protected by applicable intellectual-property laws.

Subject to these Terms, Atlasone grants you a limited, revocable, non-exclusive, non-transferable right to access and use the Platform for its intended purpose.

You may not, without Atlasone's prior written permission:

- * Copy or reproduce substantial portions of the Platform;
- * Modify or create derivative works from Platform content;
- * Sell, lease, sublicense, or commercially exploit Platform content;
- * Reverse engineer or attempt to extract source code from the Platform;
- * Remove copyright, trademark, or proprietary notices; or
- * Use Atlasone's trademarks or branding without authorization.

18. PROHIBITED ACTIVITIES

You agree not to:

- * Use the Platform for unlawful purposes;
- * Provide false, misleading, or fraudulent information;
- * Attempt to gain unauthorized access to accounts, systems, or data;
- * Interfere with the operation or security of the Platform;
- * Upload malicious code or harmful software;
- * Circumvent access controls or security measures;
- * Use another person's identity or account without authorization;
- * Engage in fraud, market manipulation, or other prohibited conduct;
- * Scrape, harvest, or systematically collect Platform data without authorization; or
- * Use Platform information in a manner that violates applicable law or these Terms.

19. ACCOUNT SECURITY

If you create an account with Atlasone, you are responsible for maintaining the confidentiality of your login credentials and for activities conducted through your account.

You must notify Atlasone promptly if you believe your account has been compromised or accessed without authorization.

Atlasone is not responsible for losses resulting from your failure to maintain appropriate account security, except to the extent caused by Atlasone's own legally actionable conduct.

20. SUSPENSION AND TERMINATION

Atlasone may suspend or terminate your access to the Platform at any time where permitted by law, including if:

- * You violate these Terms;
- * You provide inaccurate or misleading information;
- * Your conduct creates a security, legal, regulatory, or operational risk;
- * You fail to satisfy applicable eligibility requirements; or
- * Atlasone is required to do so by law or regulation.

Termination of access to the Platform does not automatically terminate or modify any investment, purchase, subscription, ownership interest, or other contractual obligation that has already been established under separate transaction documents.

21. INDEMNIFICATION

To the maximum extent permitted by law, you agree to defend, indemnify, and hold harmless Atlasone and its affiliates, officers, directors, employees, agents, contractors, partners, licensors, service providers, and representatives from claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- (a) your violation of these Terms;

- (b) your violation of applicable law or the rights of another person;
- (c) your misuse of the Platform; or
- (d) information or materials you submit through the Platform.

Atlasone reserves the right to assume the exclusive defense of any matter subject to indemnification, in which case you agree to cooperate reasonably with Atlasone.

22. JURISDICTION AND GOVERNING LAW

These Terms are governed by the laws of the United States and the laws of the state in which Atlasone's principal legal entity is organized, without regard to conflict-of-law principles.

Any dispute arising out of or relating to these Terms or your use of the Platform will be subject to the jurisdiction and venue specified in the applicable transaction documents or, where no specific provision applies, the courts of competent jurisdiction in the applicable state.

Nothing in these Terms prevents Atlasone or a user from exercising any rights or remedies that cannot lawfully be waived under applicable law.

23. REGULATORY AND LEGAL COMPLIANCE

Atlasone operates within the legal and regulatory framework applicable to its services and investment activities.

Different products, offerings, and transactions may be subject to different legal requirements.

Where an investment opportunity involves the offer or sale of securities, Atlasone will rely on the applicable registration, exemption, intermediary, disclosure, and compliance framework governing that offering.

Nothing on the Platform should be interpreted as a representation that every investment opportunity is registered with the Securities and Exchange Commission (“SEC”), approved by the SEC, or available to every investor.

Where applicable, investors should carefully review the offering-specific disclosures and regulatory information provided for the relevant investment.

24. CHANGES TO THESE TERMS

Atlasone may modify these Terms from time to time.

When changes are made, Atlasone may update the “Last Updated” date and publish the revised Terms on the Platform.

Your continued use of the Platform following the effective date of revised Terms constitutes acceptance of the changes, except where applicable law requires additional notice or consent.

Changes to terms governing an existing investment or transaction will not override the terms of an applicable Investment Document unless expressly permitted by that document and applicable law.

25. SEVERABILITY

If any provision of these Terms is determined to be invalid, unlawful, or unenforceable, that provision will be interpreted or modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.

26. ENTIRE AGREEMENT

These Terms, together with the Atlasone Privacy Policy and any applicable Investment Documents, agreements, disclosures, and policies incorporated by reference, constitute the agreement governing your use of the Platform, except where a separate written agreement expressly provides otherwise.

27. CONTACT ATLASONE

If you have questions regarding these Terms or the Atlasone Platform, please contact us at:

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<https://atlas.nezerplus.com/>

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