

## TERMS OF USE

These Terms of Use (“ **Terms** ”) apply to your use of all the mobile applications, products, software, services, websites and other services (collectively, the “**Service**”) operated by Panchain, Inc. (“ **we** ”, “ **us** ” or “**our** ”). When we refer to the Service, we also mean any portion, aspect or feature of our services or the Service. The words “ **you** ”, “ **your** ” and “ **yours**” refer to you as the user of the Service. You can accept the Terms by: (a) clicking to accept or agree to the Terms, where this option is made available to you in the user interface for the Service; or (b) simply using the Service. In this case, you understand and agree that we will treat your use of the Service as acceptance of the Terms from that point onwards. By visiting or using the Service, you acknowledge and agree that you accept these Terms. Continued use of the Service constitutes your acceptance of any revisions to these Terms.

### **Additional Agreements and Disclosures**

Additional agreements and/or disclosures may apply with respect to your access to and use of the Service generally or certain products and services that may be accessed via the Service. These agreements and/or disclosures include without limitation the agreements and disclosures located at <https://www.passfolioapp.com/legal>. The terms of such agreements and/or disclosures are incorporated into these Terms by reference, to the extent such terms do not conflict with these Terms. In the event of a conflict, the terms of such separate user agreement and/or disclosure will prevail with respect to such specific products or services.

Your access to the Service may also be subject to terms of use, privacy and other agreements required by third party providers in connection with use of your device, telephone, wireless and other services.

### **Privacy Policy**

Registration data and certain other information about you are subject to our privacy policy, the terms of which are located at <https://www.passfolioapp.com/legal> and are incorporated into these Terms by reference.

### **Service Availability**

We cannot guarantee that the Service will be available at all times. We will make reasonable efforts to maintain the Service. However, we do not warrant that (a) the Service will function uninterrupted, secure or available at any particular time or location or that the results that may be obtained from the use of the Service will be accurate or reliable; (b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or (d) the results of using the Service will meet your requirements. Use of the Service is at your own risk.

We reserve the right, in our sole discretion and without any obligation, to modify, improve, discontinue or correct any errors or omissions in any portion of the Service at any times.

By using the Service, you agree that we are not responsible for any losses resulting from your use and acknowledge the following risks: (1) Internet or wireless access may be delayed or interrupted, or may be unavailable; (2) data transmitted through the internet or wireless access may be intercepted by unauthorized persons; (3) your failure to physically secure your electronic device or to protect your passwords can result in unauthorized access to your account(s); (4) the accuracy and timeliness or completeness of data transmitted through the internet or wireless access cannot be guaranteed; and (5) response times may be delayed by market volatility, volume or systems capacity.

### **Technology Requirements**

To access and use the Service electronically, you should have a functioning mobile device (such as a smartphone or tablet) on which you have installed our application. That application can be found for most mobile devices in the device's respective "app store". You may also be able to access and use the Service with a personal computer equipped with a modem or other Internet access device. You are responsible for the selection, installation, maintenance and operation of your computer and mobile device, your telecommunications service provider, and your computer and mobile device software. We are not responsible for any errors, failures, or malfunctions of your mobile device and software or your telecommunications services. You are responsible for ensuring that your mobile device, software and telecommunications services are compatible with the Service. We reserve the right to change the system requirements for using the Service.

The Service may automatically download and install software updates. These updates are designed to improve, enhance and further develop the Service and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates as part of your use of the Service.

### **Eligibility Criteria**

We may limit access to all or a portion of the Service to users who meet certain eligibility criteria. Identification of these eligibility criteria is in our sole discretion and is subject to change at any time. You are solely responsible for ensuring that your use of the Service is in conformance with applicable federal, state and local laws and regulations.

### **International Use**

The Services provided by us are offered only in jurisdictions where it is legal to do so. The availability of Service over the Internet is not a solicitation for or

offering of Services to any person in any jurisdiction where such solicitation or offering is illegal. We reserve the right to limit the availability of the Service to any person, geographic area, or jurisdiction, at any time and in our sole discretion.

We make no representation that the Service is appropriate or available for use in locations outside of United States, or that accessing our website is legally permitted in countries or territories where the Service may be illegal. If you access the Service from other locations, you do so at your own risk and are responsible for compliance with local laws.

If you are located outside the United States, you consent to having your personal data transferred to and processed in the United States. If you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals, you will not engage in commercial activities on or through the Service.

## **Content**

The Service may include news and information, commentary, interactive tools, securities symbols and quotes, research reports and data concerning the financial markets, securities and other subjects ("Content").

Companies that are not affiliated with us may supply some of the Content. The source of all third-party Content is clearly and prominently identified. We have not been involved in the preparation, adoption or editing of third-party Content and we do not endorse or approve such Content.

The Content is for educational and illustrative purposes only and does not imply a recommendation or solicitation to buy or sell a particular security or to engage in any particular investment strategy. Certain tools published on the Service may provide general information and guidance based upon your personalized input. The projections or other information regarding the likelihood of various investment outcomes are hypothetical in nature, are not guaranteed for accuracy or completeness, do not reflect actual investment results and are not guarantees of future results.

The calculations generated by our tools do not take into consideration all costs, such as commissions and margin interest, which may impact the results shown. It is your sole responsibility to select the criteria to enter in the tools, or to choose among the pre-defined screens, and to evaluate the merits and risks associated with the use of the tools before making any investment decisions. We are not responsible for any losses that occur from such investment decisions.

Testimonials may not be representative of the experience of other clients and are not indicative of future performance or success. Paid testimonials will be identified as such.

Our Service may allow you to post, link, store, share and otherwise make

available certain information, text, images, or other material. You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

You represent and warrant that: (i) the Content you post on the Service is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

By posting Content on the Service or on third party sites (such as our social media pages), you agree that we may publish your Content in whole, or in part. We do not agree to post all Content received. We reserve the right to remove or modify any posting that is false, offensive, violates any law or the rights of third parties, violates these Terms, or is defamatory or duplicative.

When you submit a posting to us on the Service or other sites, we may identify you by: your hometown, and state or country; and your first name, or last name and initial, or an alias that you have provided to us; your "member since" date; and other information that does not specifically identify you.

We reserve the right to reveal your identity and the Content of your original and posted submissions in response to legal action by any party, or in response to a request by governmental authority, or in our defense.

We retain ownership of all postings submitted on the Service, except when we post copyrighted material. By posting Content, you warrant and represent that you own the rights to the Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute the Content. You hereby irrevocably waive any claims based on moral rights and similar theories, if any.

All comments, feedback, suggestions, ideas, and other submissions that you disclose, submit or offer to us in connection with your use of the Service will become our exclusive property. Such disclosure, submission or offer of any submission constitutes an assignment to us, and you hereby assign to us, all worldwide right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to your submissions and you agree to waive any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory relating to submissions. We will own exclusively and you hereby assign to us all right, title and interest in your Content and agree that we will not be limited in any way in the use, commercial or otherwise, of your Content. We are and will be under no obligation to pay to you or any third party any compensation for any of this Content.

The Content is not warranted as to completeness or accuracy and is subject to change without notice. The Content is presented only as of the date published or

indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

CONTENT AND TOOLS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, AND WE DO NOT MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE CONTENT AND TOOLS FOR ANY PURPOSE, NOR TO ITS ACCURACY, TIMELINESS, COMPLETENESS, USEFULNESS OR NON-INFRINGEMENT. WE AND OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES AND THIRD-PARTY PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Quotes and Market Data**

A third party not affiliated with us may provide you access to market data and quotes to be used alongside the Service. If market data and quotes are provided to you by a third party, your use of the marked data and quotes will be governed by the terms and conditions imposed by such third party.

If we provide market data and quotes the following will apply. Any price quotes that we may provide may be delayed fifteen (15) minutes or longer, according to the rules and regulations applicable to exchanges and quote providers. We reserve the right to limit the number of free real-time quotes. We do not make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes.

We may provide you information regarding the value of your share positions based on the share price at the close of the latest market day. The data is for informational purposes only and does not reflect the price you may receive if you sell your shares. You also acknowledge that the quotes, and information provided based on quotes, are obtained from sources that we believe to be reliable, but that we do not guarantee the accuracy and completeness of such quotes or information. You waive any claim that you might have against us or the quote provider related to the quotes or the quote-based information on the Service.

You represent and agree that the following statements are and will continue to be true for so long as you have access to the Service: (a) You will not use any information or market data provided by a national securities exchange or association in connection with any professional or commercial activities, and you agree to notify us if you intend to do so and to pay any additional charges; (b)

you will not use the Service in conjunction with any business as a broker-dealer, investment advisor, futures commission merchant, commodities introducing broker, commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner or associated person of any of the foregoing; and (c) if you are employed by a bank or insurance company or an affiliate of either you will not perform functions related to securities or commodity futures trading activity, except with respect to your account(s) with us.

### **Third Party Representations**

We are not responsible for representations made by non-employees or third parties, unless they are expressly authorized, in writing, to speak on its behalf. We do not endorse, authorize or stand behind any representations made by users of our Service. You will not seek to hold us liable for the representations of third parties. You will hold us harmless from any deficiencies that may be contained in any prospectus or communication about a security that we did not actually write.

### **Prohibited Uses**

You may not: Use the Service for any illegal purpose, or any other purpose not permitted in these Terms; Use the Service or the Content or features for a commercial purpose; Modify, copy, adapt or translate any part of the Service without our written permission;

Reverse-engineer, decompile, create derivative works of, modify, disrupt, otherwise tamper or disassemble the technology we use to provide the Service or otherwise attempt to obtain our source code;

Bypass, modify, defeat, reverse-engineer, disassemble, tamper with or circumvent any of the security features of the Service, including altering any digital rights management functionality of our Service;

Impersonate another person or entity, misrepresent your affiliation with a person or entity (including us), or use a false identity;

Use the login information of another person, unless they specifically authorized you to do so; Assist or encourage any third party in engaging in any activity restricted by these Terms.

Collect, manually or through an automatic process, information about other users or our Service;

Submit false or misleading information to us or post Content that infringes on a third party's intellectual property;

Use our name or trademarks in any way that implies affiliation with, or an

endorsement, sponsorship or approval by us without express written permission;

Remove or alter any copyright, trademark or other proprietary notice contained on the Service;

Engage in any activity that interferes with any third party's ability to use or enjoy, or our ability to provide the Service;

Interfere with or damage the Service or our servers through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;

"Deep link" or frame, inline link or mirror any part of the Service without our written permission;

Engage, directly or indirectly, in transmission of "spam," chain letters, junk mail or any other type of unsolicited solicitation; or

### **Tax and Legal Advice**

The Service does not and is not intended to provide legal or tax advice. Consult a professional legal or tax advisor for advice regarding your specific situation.

### **Links To Other Web Sites**

Our Service may contain links to third-party websites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the Content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

### **Registration for the Service**

Registering for an account with us by providing the information requested will give you access to certain parts of the Service. Some portions of the Service require you to provide additional personal information (for example, name, age, contact information, date of birth, Social Security number) before you can access their features. Registering for an account is optional, as is providing additional personal information to access additional Services. However, if you do not provide the information requested, you will not be able to access certain features of the Service. You agree that the information that you provide to us upon registration and at all other times will be accurate, current and complete. You agree to maintain and update this information. Failure to do so constitutes a

breach of these Terms, which may result in termination of your account on the Service.

You authorize us to retain a copy of all information received from you, including the information you submit through the registration process or that you provide to us from time to time, either directly or indirectly, and to use such information to match you with product and services offers from us and from our marketing partners.

You may not register an account for anyone but yourself. You agree not to misrepresent your identity, your personal information or your third party account information.

You are solely responsible for protecting the confidentiality of your access information, and agree to immediately notify us of any unauthorized use, any breach of security or unauthorized use of your account. We are not liable for any loss or damage from your failure to comply with this security obligation. You are responsible for safeguarding the passwords, passphrases, and keys that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password or grant access to your account to any third party. If you permit a third party to access your account or act on your behalf while accessing the Service, you do so at your own risk. We will consider any request made or action taken with your account access information to be a request or action by you or authorized by you. You understand that you will be solely responsible for all orders transmitted electronically, or use of any data, information, or services obtained, using your username and password, and other security data. We are not liable for any losses or damages caused by any third person that you authorize or allow access to your account or the Service. If you authorize or allow a third party to access your account or Service, you will cooperate with us in our efforts to defend claims by that third person, and will indemnify us against any liability, expense, loss or damage that arises from such third party access.

You agree that we are not required to inquire as to the authority or propriety of any instructions given to us by you or via your username and password, and we will not be liable for any losses you incur, (including any claims, damages, actions, demands, investment losses, or other losses, as well as any costs, expenses charges, attorneys' fees, or other fees and expenses incurred by me), or other liability arising out of any such instructions as long as such instructions reasonably appear to be authentic.

You accept full responsibility for monitoring your account.

We reserve the right to change, cancel, close or suspend any account that you have created in association with the Service at any time, for any reason or no

reason, without notice to you. If you close your account, we may continue to display your Content at our sole discretion. You agree that if we disable access to your account, you may be prevented from accessing the Service, your account details, or any files or other Content related to your account. If we suspend, disable or close your account, you may not create another one without our written permission.

### **Consent to Obtain Credit and Financial Information**

You are giving us your express written consent to obtain consumer reports (including credit reports) about you and other information, including credit and employment information, about you from one or more consumer reporting agencies (including credit bureaus) and to review and act on those reports and information. You authorize us to obtain reports from third parties concerning your financial situation, credit standing, business conduct or reputation. If requested to do so in writing, we will provide you with a copy of any such report. Where the law requires disclosure or if we believe disclosure is necessary for the conduct of our business, you authorize us to disclose nonpublic information about you.

### **Electronic Communications**

The word “Communications” in these Terms includes, but is not limited to: communications and agreements related to the Service and its usage; legal and regulatory disclosures and notices associated with the Service; periodic statements and confirmations; communications between you and us; postings and other material made available to you on the Service; privacy and security policies and notices; applicable tax-reporting forms.

By agreeing to these Terms, you agree that all Communications from us relating to your use of or access to the Service may be provided or made available to you electronically by email, text messaging, “in-app” messaging or by posting a Communication on the Service, and that you can access the Communications in the designated formats described below. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us and our agents concerning your Service usage and access.

You expressly consent to receiving calls and messages, including auto-dialed and pre-recorded message calls, and “in-app” and SMS messages (including text messages) from us, our affiliates, marketing partners, agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider may charge you according to the type of plan you carry.

If you ask us by contacting us as described below, we will send you a paper copy of any Communication. We will retain copies of Communications for the time

period required by law and will provide you with a copy upon request within those time periods. We may elect to not retain copies for longer than is required by law. Save or print copies of Communications to ensure you have them if needed. You must pay a service fee determined by us for the delivery of Communications that we would otherwise deliver electronically.

We reserve the right to provide Communications to you in paper form in our discretion even if you have given us consent to provide them electronically. For example, but without limitation, we may do this if we have a system outage, if we suspect fraud or if for any reason your designated email address or mobile phone does not accept emails or texts, respectively, from us.

Without obligating us to do so, you authorize us to monitor, record or maintain archival copies of electronic, written or oral Communications with you or anyone purporting to act on your behalf. All communications sent to and from us are subject to archival, monitoring, review by and disclosure to someone other than the recipient, such as our compliance administrators and regulatory bodies.

You are responsible for monitoring your Communications, including making sure that you are receiving any expected Communications. You must review these and other communications to ensure that information about your account is accurate. You must read and understand the communications and notifications that you receive from us. If you experience any difficulty opening an electronic document, if you find any discrepancies or errors in any electronic communications or notifications you receive from us, if you have not received a communication you expected, or if you do not understand a notification or communication you receive from us, then you must notify us of this in writing no more than forty-eight (48) hours after delivery. You understand that so long as we send communications to you at the physical or electronic address of record given by you to us, or to any other address given to us by an authorized person, the communications are legally presumed to have been delivered, whether you actually received them or not.

If you fail to notify us when any of the above conditions occur, neither us nor any of our employees, agents, affiliates, subsidiaries, control persons, or our parent, nor any third parties, can or will have any responsibility or liability to you or to any other person whose claim may arise through you for any claims with respect to the handling, mishandling, or loss of any order or information. Notwithstanding your notification to us, we shall not be liable for any claims, demands, actions, losses, damages, liability, costs, charges, counsel fees, or expenses of any nature related to the Services except as expressly set forth in these Terms.

You may withdraw your consent to receive Communications electronically by contacting us as described below. If you withdraw your consent, your withdrawal will not affect the legal validity and enforceability of any electronic Communications provided or business transacted between us prior to the time you withdraw your consent. We will then send you any future Communications by

mail or other non-electronic means.

Please tell us by contacting us as described below if you change your email or mailing address so that you continue to receive all Communications without interruption.

You acknowledge that you can access and store or print the electronic Communications in the designated formats described above, and you consent to having all Communications provided or made available to you in electronic form and to doing business electronically on or through the Service with us and our agents. If you are accessing the Service or the Communications electronically via a mobile device (such as a smartphone or tablet) you must make sure that you have software on your mobile device that allows you to print or save the Communications presented to you.

### **Consent to Contract Electronically**

Your electronic signature or indication of assent to any document related to the Service is sufficient to legally bind you as if you had physically executed a hard copy of that document. You will not dispute the admissibility of an electronically stored copy of a document that you electronically signed or to which you indicated your assent. You will not dispute the validity of your electronic signature or indication of assent. And you will not dispute the admissibility of the business records maintained by us to reflect and memorialize your electronic signatures and indications of assent.

### **Your Account Information from Third Parties**

We may use certain third parties to gather your data from financial institutions. By using the Service, you grant our third-party providers the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution according to the terms of our third-party provider's privacy policy. Through the Service, you may authorize us to access read-only information for the accounts you have with third party financial institutions, such as your bank. You understand and agree that to enable this feature you must enter on the Service the login information and credentials necessary to access your account information. By enabling this feature you grant to us express permission to use your login information to access your account information in connection with your use of the Service. You represent and warrant that in providing us with your login information and account information you are not violating any agreement or terms that you are subject to.

### **Intellectual Property**

You acknowledge and agree that, unless otherwise noted, we or our licensors own all legal right, title and interest in and to the Service, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer

code, products, software, aggregate user reviews, ratings, and all other elements and components of the Service. We also own all copyrights, trademarks, service marks, trade names, logos, domain names, other distinctive brand features and other intellectual and proprietary rights (whether those rights happen to be registered or not, and wherever in the world those rights may exist) associated with the Service, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit the Service in whole or in part except as expressly authorized by us in a separate written document. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Service.

Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights in or to the Service; all rights in and to the Service are retained by us.

## **License**

We grant you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by us as part of the Service. This license is for the sole purpose of enabling you to use the Service in the manner permitted by the Terms. Any use of the Service other than as specifically authorized herein, without our prior written permission is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in the Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by us in writing. Without our specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the software, grant a security interest in or over your rights to use the software, or otherwise transfer any part of your rights to use the Service and software.

The entire Service is our copyrighted work. Unless otherwise specified, no person has permission to copy, display, distribute, republish, or create derivative works from such information in any form.

You are not allowed to use trademarks referenced in the Service. You may not use any meta tags or any other “hidden text” using our name or trademarks without our express written consent. The trademarks, logos, and service marks

displayed on the Service are our property or other parties'. Users are prohibited from using any marks without our written permission or the third party that owns the marks.

Unless you have been expressly authorized to do so in writing by us, you agree that in using the Service, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos. You acknowledge that the Service may contain information which is designated confidential by us and that you shall not disclose such information without our prior written consent.

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. If you believe that any material contained on the Service may infringe on your copyright, notice must be given in writing of the following: (a) identification of the copyrighted work claimed to have been infringed; (b) identification of the allegedly infringing material; (c) information sufficient to permit us to locate the infringing material; (d) a statement that the complaining party has a good faith belief that use of the material is not authorized or permissible by law; and (e) 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 copyright owner, agent, or licensee. Anyone who knowingly misrepresents that material is infringing in such a notice will be liable for any damages and any associated costs incurred by us. Written notice must be sent to: [support@passfolioapp.com](mailto:support@passfolioapp.com).

### **Disclaimer of Warranties and Limitation of Liability**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS ARE DISCLAIMED, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR IN EQUITY. WE DO NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR, OR CORRECTION TO ANY EQUIPMENT YOU USE IN ACCESSING THE SERVICE. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, OR THE SERVERS THAT PROCESS INFORMATION FOR US, ARE FREE OF VIRUSES, BUGS OR OTHER HARMFUL COMPONENTS. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS.

WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR DAMAGES OF

ANY KIND ARISING FROM THE USE OF THE SERVICE, INABILITY TO USE THE SERVICE, OR CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY APPLY TO CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT TO THE EXTENT PERMITTED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUMULATIVE LIABILITY OF US, OUR AFFILIATES, AGENTS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS TO YOU

FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT RECEIVED BY US FROM YOU DURING THE SIX-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY, OR (B) \$50. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some states or other jurisdictions do not allow the disclaimer of implied warranties or the exclusion of certain damages, so the above disclaimers, exclusions, and limitations may not apply to you. You may also have other rights that vary from state to state and jurisdiction to jurisdiction.

### **Indemnification**

You agree to indemnify and hold us and our employees, representatives, agents, attorneys, affiliates, directors, employees, officers, managers and shareholders (the "Indemnified Parties") harmless from any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought or asserted against any of the indemnified parties: alleging facts or circumstances that would constitute a breach of any provision of these Terms by you; arising from, related to, or connected with your comments, your use of the Service, or your violation of any rights of another. If you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the disposition of any claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any claim without our express written consent.

### **Governing Law**

Use of the Service is governed by and will be construed in accordance with the

laws of the State of Delaware without giving effect to any principles of conflicts of laws.

### **Jurisdiction and Venue**

To the extent that any dispute arising under these Terms is not subject to mandatory arbitration, exclusive jurisdiction and venue will be with a court of competent jurisdiction in Delaware. You consent to the jurisdiction of such courts and agree to accept service of process issued by such courts.

### **Severability**

If any provision of these Terms is unlawful, void or unenforceable, the remaining provisions will remain valid and in effect to the fullest extent possible.

### **Waivers**

Any waiver by us of any provision of these Terms will be effective only if in writing and signed by our authorized representative. Any delay or omission by us to exercise any rights under these Terms may not be construed to waive any rights.

### **Section Headings**

The section titles, the italicized explanations, and the section headings are not part of the agreement and are not to be used in interpreting these Terms.

### **Notices**

If you have registered at the Service, we will provide notices to you by using any of the contact information you have provided to us. You may provide notice to us as described in the “Contact Us” section below.

### **Survival**

Certain provisions of these Terms by their nature will continue in full force and effect after termination, including without limitation the authorizations you have granted, the Disclaimer of Warranties and Limitation of Liability, and Jurisdiction and Venue.

### **Assignment**

You may not transfer or assign any rights or obligations you have under these Terms without our prior written consent. We reserve the right to transfer or assign these Terms or any right or obligation under these Terms at any time. Without giving you prior notice, we may assign your rights or duties under these Terms to any successor, subsidiary or affiliate, and, with prior notice to you by email or account alert, we may assign our rights and duties hereunder to any other third party. These Terms shall continue to bind you regardless of whether our rights or

duties are transferred or assigned. You agree that you cannot assign any rights or obligations under these Terms without first obtaining our prior written consent. Any attempt at assignment without receiving prior written consent will be void.

These Terms are binding upon you, your estate, executors, administrators, personal representatives, heirs, successors, assigns and any entities or individuals you represent with respect to the Service.

### **No Third Party Beneficiary**

You agree that, except as otherwise expressly provided in these Terms, there are no third-party beneficiaries to these Terms.

### **Modification**

We reserve the right to modify these Terms at any time in our sole discretion. Any changes to these Terms become effective when we post them to the Service. If we change these Terms, we will attempt to give you notice by posting a notice on the Service and/or informing you via e-mail. Your continued use of the Service after we post the modified Terms to the Service constitutes your agreement to the modified Terms.

### **Termination**

We may change, terminate or suspend our Service, or for any reason we deem necessary. We may terminate or suspend your access to our Service immediately, without prior notice or liability, for any reason whatsoever, including but not limited to, your breach of these Terms.

After paying any obligations owed to us, you may cancel your account with or without cause at any time upon written notice to us. Upon termination, your right to use the Service will immediately cease.

### **Entire Terms**

These Terms, all other agreements and disclosures referred to in these Terms or located on the Services and any terms contained in our Communications contain the entire understanding between you and us. These Terms supersede any previous agreements that you have made with us related to the subject matter hereof. If applicable, any and all other agreements between you and us that are not inconsistent with these Terms continue to apply.

### **Contact Us**

You can email us at [support@passfolioapp.com](mailto:support@passfolioapp.com).

### **ADDITIONAL TERMS AND CONDITIONS FOR BROKERAGE ACCOUNTS**

Your brokerage account (“Brokerage Account”) and all securities and investments are offered by Passfolio Securities, LLC, a registered broker-dealer and member of [FINRA](#) and [SIPC](#).

**Securities products are: Not FDIC insured - Not bank guaranteed - May lose value**

### **Legal Capacity**

If an individual, you have reached the age of majority in the state or jurisdiction where you reside and have the legal capacity and competency to enter into and be bound by these Terms. If acting for an entity, you have received all necessary authority to enter into and bind that entity under these Terms.

### **Brokerage Account Information**

You have a duty to provide us with accurate Brokerage Account information and to notify us in writing immediately if there are any changes to the relevant information associated with your Brokerage Account. This includes, but is not limited to, changes in your name, email address, mailing address, telephone number, investment objectives, taxpayer identification number or backup withholding requirements. You also must notify us immediately if you are or become employed or affiliated with a stock brokerage firm, bank, trust company, insurance company or securities exchange, or if you are or become an officer, director, 10% shareholder or affiliate of a publicly traded company.

### **Customer Identification Program Notice**

#### *Important Information You Need to Know about Opening a New Account*

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account.

This notice answers some questions about your firm's Customer Identification Program.

#### *What types of information will I need to provide?*

When you open a Brokerage Account, we are required to collect the following information:

- Name ● Date of birth ● Address ● Identification number:
  - U.S. citizen: taxpayer identification number (Social Security number or employer identification number)
  - Non-U.S. citizen: taxpayer identification number; passport number and country

of issuance; alien identification card number; or government-issued identification showing nationality, residence and a photograph of you.

You may also need to show or provide a copy your driver's license or other identifying documents.

A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement or a trust agreement.

U.S. Department of the Treasury, Securities and Exchange Commission, and FINRA rules already require you to provide most of this information. These rules also may require you to provide additional information, such as your net worth, annual income, occupation, employment information, investment experience and objectives and risk tolerance.

*What happens if I don't provide the information requested or my identity can't be verified?*

We may not be able to open an account or carry out transactions for you. If we have already opened an account for you, we may have to close it.

### **Communication Errors**

If you fail to receive a Brokerage Account statement within ten (10) days or a transaction confirmation within five (5) days, you must notify us in writing. If you fail provide this notification, the statement or confirmation will be deemed delivered. Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act (or SIPA). For discrepancies related to electronic fund transfers, please contact your financial institution. You understand that we shall not be deemed to have received any order electronically transmitted by you until we have acknowledged to you that the order has been received by us. You agree that we will not be liable to you for any losses arising in connection with your delay in properly reporting an error including without limitation losses resulting from market fluctuations.

### **Issuer and Adviser Communications**

You must read and understand prospectuses and other communications you receive from securities issuers and advisers, including prospectuses and annual statements, and must promptly contact the issuer or adviser if you do not understand these documents.

### **Monitoring of Brokerage Account Activity**

You are responsible for promptly reviewing all orders, executions and account

statements in connection with your Brokerage Account. You are responsible for notifying us immediately in writing of any unauthorized use or unusual activity with respect to your Brokerage Account, which may include, but is not limited to, failure to receive accurate confirmation of a transaction, receipt of confirmation of a transaction you did not place or the discovery of any inaccurate information relating to your Brokerage Account. Further, you are responsible for inputting accurate trading information, and before entering additional orders, you are responsible for knowing the status of any orders that are pending. Unless you notify us of a discrepancy within ten (10) days after the delivery of a confirmation or Brokerage Account statement, it will be deemed to have been accepted by you as delivered.

### **Self-Directed Investor**

You are a self-directed investor who is individually responsible for determining the suitability of your investment decisions. We are not responsible for the investment decisions made by you or on your behalf. You acknowledge that you utilize the Service at your own risk, including the investment and analytical tools we make available to you. You recognize that numerous independent resources are available from which you can obtain information about issuers, securities, exchanges, industries, and any other factor that might influence a reasonable investment decision. You understand that all trade orders placed through the Service are at your sole risk and responsibility. We do not make recommendations or offer investment, financial, legal or tax advice. You alone are responsible for evaluating the merits and risks associated with the use of the Service. We are not responsible for the strategies, actions or inactions taken with respect to your Brokerage Account. We are not responsible for the gains or losses you incur. The orders you place and instructions you give to us will be unsolicited. Our employees, agents and representatives are not authorized to give you investment advice, and any instructions you receive from us with respect to your Brokerage Accounts will be limited to technical or administrative guidance. All investments involve risk, losses may exceed the principal invested, and the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns. You understand that the market values of securities fluctuate. Online trading has inherent risk due to system response, execution price, speed, liquidity, market data and access times that may vary due to market conditions, system performance, market volatility, size and type of order and other factors. An investor should understand these and additional risks before trading.

### **Investments Knowledge and Instructions**

You assume individual responsibility for determining the suitability of all investment decisions and strategies you make or implement. You must base your investment decisions upon all information reasonably available to you and your own assessment of risks and rewards. You are solely responsible for knowing the rights and terms for all securities purchased, sold and/or maintained in your

Brokerage Account. You must educate yourself regarding any rights that could expire with respect to a security investment unless you take specific action. You must know the expiration dates and redemption dates relevant to your investments. You must know the circumstances under which rights associated with your investments may be called, cancelled or modified. You must provide us with appropriate instructions before a security investment in your Brokerage Account expires worthless or is redeemed for less than its fair market value; otherwise, we may, at our discretion, sell the security and credit your Brokerage Account with the proceeds. You must provide us with appropriate instructions regarding option position in advance of the expiration date, because if your Brokerage Account has an option position on the first trading day prior to expiration that is one cent or more in-the-money, we will generally exercise the option on your behalf, and charge you a brokerage commission for the transaction.

### **Brokerage Account Closure and Restriction**

We may, at any time and at its exclusive discretion, close any Brokerage Account or prohibit or restrict trading activity in any Brokerage Account. The closing or restriction of a Brokerage Account does not affect obligations incurred before the Brokerage Account was closed.

### **Authorization**

You appoint us as your agent to carry out your directions and instructions in accordance with these Terms. You authorize us to take any action with respect to your Brokerage Account that we deem necessary or suitable to accomplish the purposes of these Terms. You authorize us to invest and retain interest or returns on free cash balances in your Brokerage Account, provided that you receive the interest or returns to which you are entitled under your express agreements with us, if any.

### **Order Limits**

The purchase of any stock available on the Service may be limited to a maximum amount set at our own discretion.

### **Trade Execution**

Unless you specifically direct otherwise, you authorize us to execute any order for your Brokerage Account on any exchange or market. Placing an order with us does not guarantee that it can be executed, and we are not responsible if an order cannot be executed according to your instructions. We are not responsible for unexecuted orders due to communication failures.

### **Order Cancellation and Modification**

Once you have placed an order online or by telephone, there is no guarantee

that we will honor a subsequent request to cancel or modify that order. We are not liable to you if we do not cancel or modify an order placed by you or on your behalf.

## **ETFs**

Investors should consider the investment objectives, risks, and charges and expenses of an Exchange Traded Fund (“ETF”) carefully before investing. Before investing in any ETF, you should consider its investment objective, risks, charges and expenses. Contact us at the email address indicated under the “Contact Us” section for a prospectus, offering circular or, if available, a summary prospectus containing this information. Read it carefully. ETFs are subject to market fluctuation and the risks of their underlying investments. ETFs are subject to management fees and other expenses. ETF shares are bought and sold at market price, which may be higher or lower than their NAV, and are not individually redeemed from the fund. Investment returns will fluctuate and are subject to market volatility, so that an investor's shares, when redeemed or sold, may be worth more or less than their original cost. ETFs are subject to risks similar to those of stocks. Some specialized exchange-traded funds can be subject to additional market risks. Leveraged and inverse exchange traded products are not designed for buy and hold investors or investors who do not intend to manage their investment on a daily basis. These products are for sophisticated investors who understand their risks (including the effect of daily compounding of leveraged investment results), and who intend to actively monitor and manage their investments on a daily basis. Exchange Traded Notes (“ETNs”) are complex products subject to significant risks and may not be suitable for all investors. ETNs are unsecured, unsubordinated debt obligations of the company that issues them and have no principal protection. Although an ETN's performance is contractually tied to the market index it is designed to track, ETNs do not hold any assets. Therefore, unlike investors in ETFs, which hold assets that could be liquidated in the event of a failure of the ETF issuer, ETN investors would only have an unsecured claim for payment against the ETN issuer in the event of issuer's failure. Before investing, carefully consider the creditworthiness of the ETN issuer and the ETNs investment objectives, risks, fees and charges.

## **Requirements for Large Traders**

The Securities and Exchange Commission (SEC) has adopted Rule 13h-1 requiring individuals and entities whose aggregate transactions in listed securities (exchange-listed equity securities, ETFs and standardized options) equal or exceed 2 million shares or \$20 million in fair market value during any calendar day, or 20 million shares or \$200 million in fair market value during any calendar month, known as the "identifying activity level", to file Form 13H registering them as Large Traders. They will then be assigned a Large Trader Identification Number (LTID) by the SEC that they must disclose to their broker-dealers and identify the accounts to which it should apply.

For additional information on the Large Trader Reporting requirement, please visit the SEC's website at <http://www.sec.gov/divisions/marketreg/large-trader-faqs.htm>, or FINRA's at <http://www.finra.org/Industry/Compliance/RegulatoryFilings/BlueSheets/P125234>

Filing Form 13H: please note that all information provided through Form 13H is confidential and not accessible to the public.

Important: Individuals or entities must monitor their own trading activity to determine whether it equals or exceeds the identifying activity level in aggregate, and then disclose their Large Trader status to both the SEC (by filing Form 13H) and their broker-dealers (by providing them their LTID).

Please note that filing Form 13H voluntarily is an option in order to avoid constantly monitoring trading activity. However, if we realize your trading activity in your Brokerage Account(s) has reached the Large Trader threshold without possessing an LTID, you will be notified and must proceed to file Form 13H to register as a Large Trader with the SEC. You are then required to inform us of your assigned LTID and the Brokerage Accounts to which it should apply by contacting us by email at the address indicated under the "Contact Us" section.

Details on how to file Form 13H electronically can be found at <http://www.sec.gov/info/edgar.shtml> and <https://www.edgarfiling.sec.gov/>

## **Fiduciaries**

A fiduciary is a person or entity authorized to make decisions with respect to a Brokerage Account on behalf of its beneficial owners. Fiduciaries include trustees, custodians under the Uniform Transfers to Minors Act and Uniform Gifts to Minors Act, conservators, guardians, executors, administrators, attorneys-in-fact and investment advisors, along with any other individual or entity who has discretion or trading authority with respect to a Brokerage Account. We are not responsible for determining anyone's legal status or capacity to serve as a fiduciary. We do not review the actions or inactions of fiduciaries acting on your behalf. We are not liable for any claims, expenses or losses relating to the action or inaction of your fiduciaries.

## **Tax Reporting**

You authorize us to report any dividends paid or sales proceeds in your Brokerage Account to the Internal Revenue Service in accordance with applicable law.

## **Event of Death**

Your estate must immediately notify us of your death in writing. Upon receipt of such notification, open orders in your Brokerage Account will be cancelled, and we will take whatever actions it deems advisable to protect ourselves against

liabilities, claims, expenses or losses arising from your death. If a joint Brokerage Account holder dies, the surviving Brokerage Account holder(s) must immediately provide us with written notice. The surviving account holder(s) will become the owner(s) of the Brokerage Account and will continue to be subject to these Terms.

### **Payment of Brokerage Account Obligations**

You have a duty to us to pay for all trades, debit balances, margin calls or other obligations owing in your Brokerage Account, and must pay any Brokerage Account balance owed to us on demand. You have a duty to pay all applicable fees, commissions, taxes and other charges, including late fees that apply to the Services we provide to you. The fees, commissions, taxes and other charges associated with your Brokerage Account may change without notice, and you will be bound by such changes. If any Brokerage Account carries a negative balance, you must pay a reasonable rate of interest determined by us on the principal amount. If you fail to make a payment on time, you must pay a reasonable late fee determined by us.

### **Lien**

All securities, assets and other property which are held in your Brokerage Account are subject to a lien in our favor for the payment of all trades, debit balances, margin calls or other obligations arising in connection with your Brokerage Account. You grant us your express legal authority to use, liquidate and/or transfer any and all securities, assets or other property in your Brokerage Account as needed to satisfy any indebtedness arising in connection with your Brokerage Account, to the extent permitted by law.

### **Legal Process**

If your Brokerage Account is subject to an attachment or sequestration order in a legal proceeding, you authorize us, without challenging or contesting the validity of the attachment or sequestration order, to refuse any order or instruction that you provide with respect to your Brokerage Account. You further authorize us to deliver any documents or information related to your Brokerage Account or Services to any regulatory authority or as required by any apparently bona fide legal request, obligation or subpoena, without contesting the validity of that request, obligation or subpoena, and without providing any notice to you.

### **Breach**

If you breach these Terms, we may take any action we deem advisable with respect to your Brokerage Account and Services, and in the event of a breach or default by you, we will have all the rights and remedies available to a secured creditor under all applicable laws. Among other remedies if you breach these Terms, we may restrict any Service, cancel or liquidate your Brokerage Account, and sell any security, asset or other property in your Brokerage Account.

## **Prohibited Activities**

You agree to not make any misrepresentations with respect to your Brokerage Account or Services provided by us. You must expressly designate any order to sell “short” as such, and we will mark the order as “short” when you place the order. You agree to not engage in freeriding, which includes purchasing securities using the proceeds of invalid deposits or selling positions that were purchased with unsettled funds.

## **Good Faith Violation Disclosure**

The prohibited practice of “freeriding” involves making securities purchases using the proceeds of sales of securities that were purchased with unsettled funds. Your account will be charged with a Good Faith Violation if you purchase a security in a cash Brokerage Account and sell that security to purchase another security using unsettled funds. Three (3) Good Faith Violations in any twelve (12) month rolling period will result in your account being restricted to “Funds in Advance” of trading for a period of 90 days. If your account trades through a 90-day restriction, any resulting loss in the account will be your responsibility and your account may be coded for “no more business”.

## **Complaints**

Complaints related to your Brokerage Account should be directed to the email address indicated under the “Contact Us” section.

## **FINRA BrokerCheck Program**

FINRA BrokerCheck, formally known as the FINRA’s Public Disclosure Program, allows investors to learn about the professional background, business practices, and conduct of FINRA member firms or their brokers. The telephone number of the FINRA BrokerCheck is 800-289-9999, the website address [www.FINRA.org](http://www.FINRA.org). An investor brochure is also available upon request. Check the background of this firm on FINRA's BrokerCheck: (<https://brokercheck.finra.org/>).

## **Notice to California Users**

Under California Civil Code Section 1789.3, users of the Services from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Passfolio Securities, LLC

Member FINRA/SIPC

V.03 02/17/2020