

Terms of Use Agreement

Last updated August 12, 2021.

1. Agreement and Acceptance or Terms and Conditions.

- a. This Terms of Use Agreement, along with any exhibits, disclosures, addendums or amendments to this Terms of Use Agreement (collectively, this “Agreement sets forth the terms and conditions that apply to your access and use of the online functions, products, and services made available to you by Towards Equilibrium LLC (together with Equilibrium Ventures, LLC, all of their respective affiliates and all of their respective partners, members and employees, collectively “Equi” “we,” “us,” or “our”). When you access and use any service, product, function or data that we offer or make available to you by or through our desktop, tablet or our mobile applications collectively, including any third-party websites or applications to which it is linked or on which it appears (collectively, the “Service”), you, an individual user (“User” or “you”) agree to be bound by this Agreement. If you are accessing the Service on behalf of a business or corporate entity (“Organization”), then you hereby represent and warrant that you have the authority to bind that Organization and your acceptance of this Agreement will be treated as acceptance by the Organization. In that event, “User,” “you” and “your” in this Agreement will refer to the Organization. PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT JUST AS IF YOU HAD SIGNED THE DOCUMENT WITH YOUR HANDWRITTEN SIGNATURE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN YOU MAY NOT USE THE SERVICE.
- b. Your use of the Service is subject to our [Privacy Policy](#), which addresses how we gather, use, disclose and manage your personal information. Please read this Agreement and our Privacy Policy carefully.
- c. Without limitation of any other terms contained in this Agreement, your use of the Service may be subject to separate third-party terms of service and fees, which are your sole responsibility.
- d. **IMPORTANT NOTICE REGARDING ARBITRATION:** WHEN YOU AGREE TO THIS AGREEMENT YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND EQUI, ITS LICENSORS OR ITS AGENTS THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT, AND INCLUDES A WAIVER OF YOUR RIGHT TO COMMENCE OR PARTICIPATE IN A CLASS ACTION LAWSUIT. PLEASE REVIEW CAREFULLY SECTION 8 BELOW FOR DETAILS REGARDING ARBITRATION (INCLUDING WITHOUT LIMITATION THE PROCEDURE TO OPT OUT OF ARBITRATION).

- e. By accessing and using the Service, you understand and agree to be bound by the terms and conditions of this Agreement and the Privacy Policy as they may be amended from time to time in the future. We reserve the right to change or modify this Agreement or our Privacy Policy, or modify or discontinue any features or services of Service, from time to time, without prior notice; provided that we will endeavor to provide you with prior notice of any material changes. You may read a current, effective copy of this Agreement at any time by selecting the appropriate link on the Service. The revised Agreement will become effective at the time of posting. By continuing to access and use the Service, you agree to accept all terms and conditions of any new amendments to the Agreement, including any new or change terms or conditions. If any change to this Agreement is not acceptable to you, then your sole remedy is to stop accessing, browsing, and otherwise using the Service. We reserve the right to modify or temporarily discontinue your access to Service or any features or functions of Service with or without prior notice to you. You agree that we shall not be liable to you or any third party for any modification of the Service, this Agreement and Privacy Policy, or your access to the Service or its related services.
- f. The Service is intended to be accessed and used solely by individuals who are 18 years or older. Any access to or use of the Service by anyone under 18 is unauthorized and in violation of the terms of this Agreement. By accessing and using the Service, you represent and warrant that you are 18 years or older.
- g. The Service is only intended for use by persons located in the United States and its territories. Equi makes no representation that the Service is appropriate or available for use outside the United States. Similarly, Equi makes no representations that accessing the Service from locations outside the United States is legal or permissible under law.
- h. You understand and agree that this Agreement is entered into in consideration of your use of the Service and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
- i. You understand that, in addition to the terms contained in the Agreement, which are applicable to all users of the Service, additional terms (collectively, the “Additional Agreements”) will apply to you if you use certain specific products and services made available to you. Without limitation of the foregoing, the provision of investment advisory services to Equi funds is provided by Equilibrium Ventures, LLC, a Texas-registered investment adviser, and the provision of those services is governed by their applicable private placement memoranda, limited partnership agreements, subscription agreements and investment management agreements, which are Additional Agreements hereunder. If there is any conflict between the terms contained in this Agreement and the Additional Agreements, the Additional Agreements will govern.

- j. The Service (including any content made available thereon) is for information and educational purposes only. Although we may provide information relating to investment approaches, you should not construe any information, features, tools or other content available through the Service as legal, tax, investment, financial or other advice. You alone assume the sole responsibility of evaluating the merits and risks associated with the use of any Service and any of your decisions based on the use thereof, including of any tools, information or content contained in such Service. TO THE FULLEST EXTENT PERMITTED BY LAW, EQUI DISCLAIMS LIABILITY FOR ANY USER’S RELIANCE ON THE SERVICE TO INFORM AN INVESTMENT DECISION WITH RESPECT TO ANY INVESTMENT OR ANY OTHER ACTION TAKEN BY YOU. In exchange for using the Service, to the maximum extent permitted by applicable law, you agree not to hold Equi or any of its third-party service or content providers liable for any possible claim for damages arising from any decision you make based on information made available to you through any Service.
- k. All investments involve risk, including the potential for loss of value. Asset allocation and diversification do not eliminate the risk of experiencing investment losses. Without limitation of the foregoing or the provisions of any Additional Agreement, Equilibrium Ventures, LLC does not guarantee that the results of its advice, recommendations, or the objectives of any managed portfolio or other investment will be achieved. Equi makes no assurance that its investment process will lead to successful investing. This is not an offer or solicitation of an offer in any jurisdiction where Equilibrium Ventures, LLC is not authorized to conduct an investment advisory business.
- l. When viewing any historical, hypothetical, modeled or other performance information, you should be aware that past performance is not indicative of future results and there can be no guarantee that any actual or hypothetical investment will in fact achieve a particular outcome or perform in any predictable manner. Any historical return information on the Service does not represent the actual performance of any specific investor’s account and may not reflect all factors that could impact such performance for an individual investor. Investments may not generate profits consistent with the past and it may be possible that significant losses may occur.
- m. The Service may reference certain factual information from third-party sources, including indexes, market quotations, valuation data and spot quotes. While this information comes from third-party sources that Equi believes to be reliable, we make no representations or warranties about such information nor do we guarantee its accuracy.

2. **Registration.**

- a. While you may always browse the publicly available pages of the Service without registering,] at the sole discretion of Equi, you may be permitted to create a password-protected account with the Service (an “Account”), which will enable you to access certain other features of the Services (including more personalized

information, communication and other tools) that may be made available from time-to-time.

- b. When creating an Account, you agree to provide true, accurate, current and complete information as Equi requires. You also agree to update the information about yourself promptly, and as necessary, to keep it current and accurate. You can send us updates to your personal information by emailing us at: support@equi.com. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from Equi for any purpose. We agree to treat with care the information you entrust to us, in accordance with our [Privacy Policy](#). We reserve the right to disallow, cancel, remove, or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion. Without limitation of the foregoing, Equi may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this Agreement, or an infringement or violation of any third-party rights, or of any applicable laws or regulations. If messages sent to the email address you provide are returned as undeliverable, then Equi may terminate your Account immediately without notice to you and without any liability to you or any third party.
- c. You alone are responsible for the security of your Account, and are fully responsible for all activities that occur through the use of your credentials. You will notify us immediately at support@equi.com if you suspect or know of any unauthorized use of your log-in credentials or any other breach of security with respect to your Account. Equi will not be liable for any loss or damage arising from unauthorized use of your credentials. Separate log-in credentials may be required to access External Sites (as defined in Section 6 below).

3. Intellectual Property Rights.

- a. The Service is licensed, not sold, to you for use only under the terms of this Agreement. Subject to your complete and ongoing compliance with this Agreement, Equi hereby grants you a personal, limited, revocable, non-transferable license to access and use the Service solely for your personal use as permitted by this Agreement.
- b. The content that users may access on or through the Service, including, without limitation, any text, graphics, photos, software, and interactive features, may be protected by copyright or other intellectual property rights and owned by Equi or Equi's third-party licensors ("Equi Content"). You may not copy, reproduce, upload, republish, transmit, create derivative works of, publicly perform, or distribute any materials from the Service in any way without prior express written permission of the copyright owner of such material or as otherwise specified in this Agreement or permitted by the Service's intended functionalities. You may not modify or use any materials obtained from or available through the Service unless you have obtained the applicable copyright owner's prior express written authorization. Equi owns all

design rights, databases, and compilation and other intellectual property rights in and to the Service, in each case whether registered or unregistered, and related goodwill.

- c. Without limitation of the foregoing, you are prohibited from using or authorizing the use of any images, text or other Equi Content that is displayed or made available through the Services, unless specifically permitted under the Agreement. Any unauthorized use of such Equi Content may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.
- d. Equi respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act, 17 U.S.C. Section 512 ("DMCA"), Equi has designated an agent, as described below (the "Designated Copyright Agent"), to receive notifications of claimed infringement regarding materials posted to the Service at the following address:

Towards Equilibrium LLC
8911 North Capital of Texas Hwy
Suite 4200-054
Austin, TX 78759
Attention: Copyright Agent
E-mail: LegalNotices@equi.com

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, you may report alleged copyright infringements taking place on or through the Service by delivering a DMCA notice of alleged infringement (a "Notice") to the Designated Copyright Agent, as described more fully in this Section 3(d). Upon receipt of Notice as described below, Equi will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

In notifying us of alleged copyright infringement, the Notice should include the following information: (i) identification of the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed; (ii) description of the infringing material and information sufficient to permit us to locate the alleged material (e.g., identification of the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Service or the exact location where such material may be found); (iii) contact information for you, including your address, telephone number and, if available, e-mail address; (iv) a statement by you that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (v) a statement by you, **signed under penalty of perjury**, that (X) the information in the notification is accurate, and (Y) you have the authority to enforce the copyrights that are claimed to be infringed; and (vi) a physical or electronic signature of the copyright owner or a person authorized to act

on the copyright owner's behalf. **Failure to include all of the above-listed information may result in the delay of the processing of your complaint.**

- e. The trademarks, design marks, service marks and logos (other than those owned by third parties) used and displayed on the Service are Equi's registered and unregistered trademarks or service marks. Other product and service names located on the Service may be trademarks or service marks owned by third parties (the "Third-Party Trademarks," and, collectively with Equi Trademarks, the "Trademarks"). Nothing on the Service or in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Service without Equi's prior express written consent for each individual use. You may not use the Trademarks to disparage Equi or the applicable third party (including Equi's or the third party's products or services) or in any manner, using commercially reasonable judgment, that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any Service without Equi's prior express written consent. All goodwill generated from the use of any Equi Trademark will inure solely to Equi's benefit.
- f. Equi reserves all rights not expressly granted to you. You may not sell, transfer, assign, license, sublicense, or modify Equi Content, and you may not reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use Equi Content in any way for any public or commercial purpose without Equi's prior written consent. The use or posting of any of Equi Content on any other website or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of this Agreement, then your right to access or use Equi Content and Service will automatically terminate and you must immediately destroy any copies you have made of Equi Content.
- g. Unless otherwise indicated for a particular Service, any communications or material of any kind that you e-mail, post or otherwise transmit through the Service, including data, questions, comments, or suggestions posted in any chat room or by utilizing any other social media function made available to you as part of the Service (your "Communications") will be treated as non-confidential and non-proprietary. You hereby grant a license to Equi to reproduce, disclose, transmit, publish, broadcast, or post your Communications part of the Service or otherwise with no liability or obligation to you. Equi, its affiliates and agents are entitled, but not obligated, to review or retain your Communications. We and our Third-Party Service Providers may monitor your Communications to evaluate the quality of service you receive, your compliance with the Agreement or any Additional Agreements, the security of the Service, or for other reasons. You agree that these monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which Equi or its Third-Party Service Providers monitor your Communications and enforce or fail to enforce the rules and guidelines of any Service and the terms of this Agreement. In no event will Equi or its Third-Party Service Providers be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of any monitoring activities.

4. Use of Third-Party Service Providers

- a. Equi may use third-party service providers to assist in providing certain Services with or without notice to you (each, a "Third-Party Service Provider"). Equi may also change Third-Party Service Providers or may itself provide a Service without the assistance of such third party. You consent and authorize Equi to delegate the authorizations you provide to Equi to its Third-Party Service Provider as Equi deems necessary or desirable to provide the applicable Service to you. You agree that the terms and conditions of the Agreement, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such Third-Party Service Providers and such Third-Party Service Providers are deemed to be third-party beneficiaries of the Agreement, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement.
- b. To protect the privacy and security of your personal information, Third-Party Service Providers will only be authorized to use or maintain your personal information in accordance with Equi's [Privacy Policy](#).

5. Restrictions on Use of the Service.

- a. The following requirements apply to your use of any Service:
 - i. You will not use any electronic communication feature of a Service for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.
 - ii. You will not upload, post, reproduce or distribute any information, software 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.
 - iii. You will not collect or store personal data about other users.
 - iv. You will not use any Service for any commercial purpose not expressly approved by Equi in writing.
 - v. You will not upload, post, e-mail or otherwise transmit any advertising or promotional materials, including, without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorized communication.
 - vi. You will not upload, post, e-mail 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 of any computer software or hardware or telecommunications equipment.
- b. Without limitation of the foregoing, in using the Service, you agree not to:

- i. take any action that imposes an unreasonable load on the Service's infrastructure;
- ii. use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service, or any activity conducted on the Service;
- iii. attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or making up the Service;
- iv. delete or alter any material Equi or any other person or entity posts on the Service;
- v. frame or link to any of the materials or information available on the Service, or download Equi Content;
- vi. alter, deface, mutilate, circumvent, or otherwise bypass any approved software through which the Service is made available;
- vii. use any Trademarks, photographs, or other content belonging to Equi or obtained from the Service without our express written consent;
- viii. access, tamper with, or use non-public areas of the Service, Equi's (and any Third-Party Service Provider's) computer systems and infrastructure, or the technical delivery systems of Equi's providers;
- ix. provide any false personal information to Equi;
- x. create a false identity or impersonate another person or entity in any way;
- xi. create a new Account with Equi, without Equi's express written consent, if Equi has previously disabled an Account of yours;
- xii. restrict, discourage, or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of that person, or collect information about users of the Service;
- xiii. gain unauthorized access to the Service, to other users' Accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service;
- xiv. make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service;

- xv. interfere with or disrupt the Service, networks, or servers connected to the Service or violate the regulations, policies, or procedures of those networks or servers;
- xvi. violate any applicable federal, state, or local laws or regulations (including the laws of the jurisdiction in which you are located) or the terms of this Agreement; or
- xvii. assist or permit any persons in engaging in any of the activities described above.

6. **External Sites.** The Service may contain links to or integration of third-party websites or services that are not affiliated with Equi (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on or the operators of such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. Equi does not control these External Sites or services, is not responsible for the content of any linked External Sites and does not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk. You agree that Equi will have no liability to you arising from your use, engagement, exposure to, or interaction with any External Sites.

7. **Feedback.**

- a. While we are continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the User community. If you choose to contribute by sending Equi or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively “Feedback”), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to Equi, you agree that:
- b. Equi has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;
- c. Feedback is provided on a non-confidential basis, and Equi is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and
- d. You irrevocably grant Equi perpetual and unlimited permission to reproduce, distribute, publicly display, communicate to the public, publicly perform (including

by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit from External Sites, and otherwise exploit and use the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

8. Dispute Resolution.

- a. In the interest of resolving disputes between you and Equi in the most expedient and cost effective manner, you and Equi agree that any dispute arising out of or related to this Agreement or your use of the Service will be resolved by binding arbitration, as set forth more fully in this Section 8. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to this Agreement or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND EQUI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THIS AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.
- b. Notwithstanding Section 8.a above, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) to file suit in a court of law to address an intellectual property infringement claim.
- c. Any arbitration between you and Equi will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Equi. The arbitration will be conducted in the English language and held before a single arbitrator. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of this binding arbitration agreement.
- d. A party who intends to seek arbitration must first send a written notice of the dispute to the other party via email (“Notice”). Equi’s address for Notice is: legalnotices@equi.com. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“Demand”). The parties

will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or Equi may commence an arbitration proceeding.

- e. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in San Francisco, CA, unless the parties both agree in writing to a different location. If the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. You and Equi agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of the terms of this Agreement. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- f. YOU AND EQUI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Equi agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- g. Except as otherwise provided in this Agreement, if Equi makes any future change to this arbitration provision, other than a change to Equi's address for Notice, then you may reject the change by sending us written notice within 30 days of the change to Equi's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Equi.
- h. If any of the specific provisions within this Section 8 are found to be unenforceable, the remainder of this Section 8 shall not be affected thereby and, to this extent, the provisions of this Section 8 shall be deemed to be severable.

9. Limitation of Liability and Disclaimer of Warranties.

THE PROVISIONS IN THIS SECTION 9 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:

- a. EQUI, ITS AFFILIATES, AND THEIR RESPECTIVE PARTNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTENT PROVIDERS, SUPPLIERS AND LICENSORS (COLLECTIVELY, “EQUI PARTIES”) MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICE AND ANY CONTENT AVAILABLE ON THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, OR RELIABILITY THEREOF. EQUI PARTIES WILL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY, OR COMPLETENESS OF ANY CONTENT OR ANY OTHER INFORMATION CONVEYED TO ANY USER, OR FOR ERRORS, MISTAKES, OR OMISSIONS THEREIN, OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. TO THE FULLEST EXTENT PERMITTED BY LAW, AS A USER, YOU AGREE THAT YOU USE THE SERVICE AND ANY CONTENT AT YOUR OWN RISK.
- b. EQUI PARTIES DO NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE, OR THAT THE SERVICE AND ANY CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SERVICE OR ANY CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO EQUI PARTY WILL BE RESPONSIBLE FOR THOSE COSTS.
- c. THE SERVICE MAY BE AVAILABLE THROUGH A COMPUTER OR COMPATIBLE MOBILE DEVICE AND MAY REQUIRE SOFTWARE. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THESE REQUIREMENTS, INCLUDING ANY APPLICABLE CHANGES, UPDATES AND FEES AS WELL AS THE TERMS OF YOUR AGREEMENT WITH YOUR MOBILE DEVICE AND TELECOMMUNICATIONS PROVIDER. EQUI AFFILIATES MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICE AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.
- d. THE SERVICE AND ALL CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EQUI PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EQUI PARTIES WILL HAVE NO LIABILITIES FOR AND EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESSED, STATUTORY OR IMPLIED:

- i. REGARDING THE AVAILABILITY, SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICE OR FOR ANY DATA, INFORMATION, CONTENT OR USER INFORMATION PROVIDED BY THE SERVICE;
 - ii. REGARDING ANY FAILURE OR DELAY RESULTING FROM ANY ACTS OF FORCE MAJEURE OR ACTS THAT ARE OTHERWISE OUTSIDE OF EQUI'S REASONABLE CONTROL, OR ANY INTERNET OR TELECOMMUNICATIONS FAILURE OR YOUR INABILITY TO ACCESS THE SERVICE;
 - iii. THAT USE OF THE SERVICE WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED, OR THAT IT WILL BE FREE OF COMPUTER BUGS OR OTHER PROBLEMS;
 - iv. THAT THE USE OF THE SERVICE WILL BE FREE FROM ELECTRONIC VIRUSES;
 - v. THAT GUARANTEES THE COMPLETE SECURITY OF THE SERVICE, OR THAT THE QUALITY OF THE SERVICE MEETS YOUR EXPECTATIONS; OR
 - vi. REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE SERVICE INCLUDING BUT NOT LIMITED TO INFORMATION OBTAINED THROUGH SOCIAL MEDIA.
- e. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR VIA ACCESS TO THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. IF YOU CHOOSE TO RELY ON SUCH INFORMATION, YOU DO SO SOLELY AT YOUR OWN RISK.
- f. IN NO EVENT WILL ANY EQUI PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES MEASURED BY LOST PROFITS, OR FOR DAMAGES FOR LOST OPPORTUNITY, LOSS OF GOOD WILL, OR FOR DAMAGES RESULTING FROM LOSS OF USE OF THE SERVICE OR LOSS OF DATA, OR FROM OTHER INTANGIBLE OR SPECULATIVE LOSSES LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION WITH, THE USE OR INABILITY TO USE THE SERVICE AND ANY CONTENT, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF ANY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICE OR FOR ANY INVESTMENT DECISIONS YOU MAKE ON THE BASIS OF SUCH INFORMATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH EQUI PARTY HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, EQUI'S LIABILITY, AND THE LIABILITY OF ANY OTHER EQUI PARTIES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO \$100. WITHOUT LIMITATION OF THE FOREGOING, IN THE EVENT THAT AN ARBITRATION PANEL SHOULD HOLD THAT THE LIMITATIONS OF LIABILITIES OR REMEDIES AVAILABLE AS SET FORTH IN THIS AGREEMENT, OR ANY PORTIONS THEREOF, ARE UNENFORCEABLE FOR ANY REASON, OR THAT ANY OF YOUR REMEDIES UNDER THIS AGREEMENT FAIL, THEN YOU EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES WILL THE TOTAL, AGGREGATE LIABILITY OF THE EQUI PARTIES AND ITS THIRD-PARTY SERVICE PROVIDERS, EMPLOYEES, DISTRIBUTORS, AGENTS OR AFFILIATES, TO YOU OR ANY PARTY CLAIMING BY OR THROUGH YOU FOR ANY CAUSE WHATSOEVER, EXCEED \$100 (U.S.), REGARDLESS OF THE FORM OF ACTION AND WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE.

10. **Third Party Disputes.** EQUI IS NOT AFFILIATED WITH ANY THIRD-PARTY SERVICE PROVIDER, OR OTHER THIRD-PARTY SERVICE, AND ANY DISPUTE YOU HAVE WITH ANY SERVICE PROVIDER, THIRD-PARTY SERVICE, OR OTHER THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY OTHER USER OF THE SERVICE, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU IRREVOCABLY RELEASE EQUI PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.
11. **Indemnification.** To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless Equi Parties from and against any claims, actions, suits, proceedings, governmental investigations or demands, including, without limitation, reasonable legal and accounting fees incurred by any of the Equi Parties, arising or resulting from your access to, use, or misuse of Equi Content or the Service, your violation of this Agreement, your infringement of any intellectual property rights, or other violation by any user of your Account. Equi will provide notice to you of any such claim, action, suit or proceeding. Equi reserves the right to, at your expense, assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Equi's defense of such matter. You shall at all times have the option to participate in any matter or litigation other than those governed by Section 8 of this Agreement, including, but not limited to, participation through counsel of your own selection, if desired, at your own expense.
12. **Termination of this Agreement.**
 - a. Equi reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Service at any time and for any reason without prior notice or liability. Equi also reserves the right to change,

suspend, or discontinue all or any part of the Service at any time without prior notice or liability.

- b. Sections 1 through 3 and 8 through 14 survive the termination of this Agreement indefinitely.

13. **Consent to Electronic Communications.** By using the Service, you consent to receiving electronic **communications** from us regarding the Services at the addresses you provided when establishing your Account, as described in the [Privacy Policy](#). Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. Please promptly update any changes to your registration information by emailing us at support@equi.com. Equi is entitled to rely on the e-mail address and U.S. mail address that you last provided to us. You agree to waive all claims resulting from failure to receive communications because of changes in your e-mail or U.S. mail address. You agree that any notices, agreements, disclosures, or other communications relating to the Service or this Agreement that we send to you electronically (including via the Service) will satisfy any legal communication requirements, including that such communications be in writing. Without limitation of the foregoing, you agree to be bound by any affirmation, assent, or agreement you transmit through the Service you access by computer or other electronic device, including internet, telephonic and wireless devices, including but not limited to any consent you give to receive communications from us solely through electronic transmission. For the avoidance of doubt, You agree that, when in the future you click on an "I agree," "I consent" or other similarly worded "button" or entry field with your mouse, keystroke or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

14. **Miscellaneous.** This Agreement is governed by the internal substantive laws of the State of California without respect to its conflict of laws provisions. Except as expressly set forth elsewhere in this Agreement, you expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in San Francisco, CA. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Equi as a result of this Agreement or use of the Service. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, then the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. Failure of Equi to act on or enforce any provision of this Agreement will not be construed as a waiver of that provision or any other provision in this Agreement. No waiver will be effective against Equi unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Equi and you, this Agreement constitutes the entire agreement between you and Equi with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter herein. The section headings are provided merely for convenience and will not be given any legal import. This Agreement will inure to the benefit of our successors and assigns. Equi may assign this Agreement, including all its rights hereunder, without restriction. You may not assign this Agreement or any of the rights or licenses granted

hereunder, directly or indirectly, including by sale, merger, change of control, operation of law, or otherwise, without the prior express written consent of Equi.

15. **Contact Us.** If you would like to contact us in connection with your use of the Service, then please contact us by email at support@equi.com or at the following mailing address:
Towards Equilibrium LLC, 548 Market Street, PMB 60414, San Francisco, CA 94104.