

## **TERMS OF SERVICE**

Welcome to Financial Advisor On Call, LLC (the “Company”). We are very happy you have started your journey to a better financial future. The Company is here to help you achieve your dreams and goals.

### **Agreement**

By accessing the Company’s websites located at [www.faoncall.com](http://www.faoncall.com), or any linked pages owned and operated by the Company its affiliates (the “Sites”), any mobile application provided by the Company (“Mobile Apps”) and any other services provided by the Company (together with the Sites and the Mobile Apps, the “Service”) you agree to be bound by these Terms of Service. These Terms of Service set out the legally binding terms with respect to your use of, and our provision of, the Service. Please read these Terms of Service carefully.

No agency, partnership, joint venture, or employment is created as a result of these Terms of Service. The Company may provide you with notices, including those regarding changes to the Terms of Service by email, regular mail or postings on the Service. These Terms of Service and all terms, guidelines and rules referenced herein contain the entire agreement between you and us regarding the use of the Service. Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

**YOUR USE OF THE SERVICE CONSTITUTES YOUR ACCEPTANCE OF ALL OF THE PROVISIONS OF THESE TERMS OF SERVICE. IF YOU ARE UNWILLING TO BE BOUND BY THESE TERMS OF SERVICE, PLEASE DO NOT USE THE SERVICE.**

### **Terms**

1. **Member Services.** The Company shall provide Member services as described in the website.
2. **Text Messages.** By providing a mobile phone number you agree to receive periodic text messages only for the purposes of company marketing, and meeting notifications or reminders, which may be auto dialed. All text messages are subject to Two Factor Authorization. Such consent is not a condition of purchasing any goods or services. If you do not wish to receive text messages, simply do not provide a mobile number below. If you enroll and later change your mind, reply STOP to any message to Opt-Out. Note that text messages will not be sent from an Adviser or for Advisory Services.
3. **Fees.**
  - 3.1 **Subscription Fees.** For providing the Services described above in Section 1 of this Agreement, Member agrees to pay \$49.95 payable in advance on a monthly basis (hereinafter referred to as the “Subscription Fee”). Payment of the Subscription Fee will be made to the

Company. Member understands and expressly authorizes the Company to debit the Subscription Fee directly from the payment provided by the Member.

- 3.2 Financial Planning Fee. The Member understands that he or she may elect to utilize the advisory services provided by the Company's subsidiary, FAOC, LLC ("FAOC") by entering into a Financial Planning Services Agreement. Should the Member make this election and enter into the Financial Planning Services Agreement, \$20.00 of the Subscription Fee will convert into a "Financial Planning Fee" payable on a monthly basis by the Company to FAOC, LLC. Members entering into a Financial Planning Services Agreement can accumulate or purchase the following Financial Planning Services:

Month 1: 60 minutes

Month 4 and beyond: 20 more minutes

Unused minutes are forfeited when subscription is cancelled, and accumulated minutes are capped at 240 minutes.

- 3.3 A-La-Carte Services. Under this service, the Company charges a Member \$35 each month for access to the technology platform. If the Member elects to receive ongoing or periodic investment advisory services by entering into a Financial Planning Services Agreement, the Member (and now Client) will be charged \$59 per session with the FAOC investment representative. The length of each session can last up to 60 (sixty) minutes. If the Client decides to not use the entire 60 minutes, the \$59 fee will still be charged. The Client will be billed this fee via credit or debit card at the time of scheduling the session. If the Client terminates or cancels the Financial Planning Services Agreement during the month and before engaging the consulting session, FAOC will refund the \$59 consulting fee.
- 3.4 Subscription Fee Changes. From time to time, the Company may change the Subscription Fee. In the event of a change, the Company will provide the Member with written notice at least thirty (30) days prior to any auto debit of the Subscription Fee. At that time, the Member will be deemed to consent to the revised Subscription Fee, unless the Member provides to the Company, written notice of termination of this Agreement at least fifteen (15) days prior to the scheduled date of the debit of the Subscription Fee.
- 3.5 Termination. If the Member terminates or cancels this Agreement during the month, the Company will not refund or prorate the Subscription Fee.

4. Eligibility. You must be resident in the United States, a United States citizen, permanent resident or legal alien and you must be 18 or older, or of the legal age in your jurisdiction to form a binding contract if that age is greater than 18 years of age, to register as a user of Service. If you do not qualify, please do not use the Service. Registration for the Service is void where prohibited by applicable law and the right to access the Service is revoked in such jurisdictions. By using the Service, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Service and to abide by all of the terms and conditions set forth herein. The Service is administered, and all data is stored within the United States.

5. Member Use. Subject to the restrictions on use and posting set forth in these Terms of Service, you may use the Service to create, contribute, search, consume, and share information about financial goals and objectives, financial assets and liabilities and investing, and encourage others to do the same; send content to people you know, whether or not they are existing users of the Service; invite people you know to use the Service; and download or copy the portions of the information, data, text, sound, photographs, graphics, video, messages and other materials available through the Service, and other items displayed on the Company (whether from the Company, other users or third party sources) (collectively, “Content”), solely for your own personal, non-commercial use. The term “Content” does not include the investment recommendations or information provided in connection with these recommendations. You may not distribute any portion of such content for any purpose not authorized above without the express written permission of the Company.

6. Content. You should not, and you agree you will not, construe, treat or rely on Content as advice from the Company or its affiliates as to the value of securities, the selection of an investment adviser or the advisability of investing in, purchasing or selling securities. Any Content posted by us on the Service has been posted to provide general information on topics that users may find helpful, inspiring, and educational. While we strive to provide well researched and carefully written content, we make no representations, warranties or guarantees whatsoever as to the accuracy, integrity of such Content and under no circumstances will the Company be liable in any way for any Content posted by us, any other user or any third party, including any errors or omissions in any such Content, or any loss or damage of any kind incurred as a result of your use of any such Content. You agree that you will evaluate and bear all risks associated with the use of any Content, including any reliance on the content, integrity, and accuracy of such Content.

7. Restrictions on Rights to Use. To make the Company a good experience for all users, you agree that without our express written consent, you shall not:

- 7.1 modify, adapt, translate, or reverse engineer any portion of the Service;
- 7.2 use any robot, spider, scraper, deep link, or other similar automated data gathering or extraction tools, program, algorithm, or methodology to access, acquire, copy or monitor the Service or any portion thereof;
- 7.3 remove any copyright, trademark or other proprietary rights notices contained in or on the Service or in or on any Content or other material obtained via the Service;
- 7.4 reformat, frame or place pop-up windows over any portion of the Service, or otherwise affect the way that the Service is displayed;
- 7.5 create user accounts by automated means or under false or fraudulent pretenses;
- 7.6 impersonate any person or entity, including, but not limited to, any employee or officer of the Company, or falsely state or otherwise misrepresent your affiliation with a person or entity;

- 7.7 create or transmit unwanted electronic communications such as “spam” to other users or members of the Service or otherwise interfere with other users' or members' enjoyment of the Service;
- 7.8 transmit any viruses, worms, defects, Trojan horses, or other items of a destructive nature;
- 7.9 forge headers or manipulate identifiers or other data in order to disguise the origin of any Content transmitted through the Sites or to manipulate your presence on the Sites;
- 7.10 use the Service to violate the security of any computer network, steal passwords or security encryption codes, attempt to gain unauthorized access to the Service, or transfer or store illegal material, including material deemed threatening or obscene;
- 7.11 use any device, software or routine that interferes with the proper working of the Service or otherwise attempt to interfere with the proper working of the Service;
- 7.12 take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure;
- 7.13 reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service;
- 7.14 solicit any user for any investment or other commercial or promotional transaction; or
- 7.15 use the Service, intentionally or unintentionally, to violate any applicable local, state, national or international law.

8. Service Access. Unauthorized access to the Service is a breach of these Terms of Service and a violation of law. You agree not to access the Site or Service by any means other than through a supported web browser. We may at any time, without prior notice and in our sole discretion, terminate the membership of, or take any other appropriate action against any person who violates the Terms of Service. Illegal or unauthorized uses of the Sites or Service will be investigated and subject to appropriate legal action, including, without limitation, civil, criminal and/or injunctive redress.

9. Registration and Security. In order to use and/or access certain parts of the Service, you are required to register with the Service and to create a password and a username which shall be associated with an email address which you own and use (“User ID”). You will also be asked to answer some questions about yourself. You agree that the information you provide to us upon registration and at all other times, shall be true, accurate, current, and complete, and that you will promptly update such information with any changes. Failure to do so shall constitute a breach of these Terms of Service, which may result in the immediate termination of your user account. You may not enter, select, or use a false name or an email address owned or controlled by another person with the intent to impersonate that person. You shall be responsible for maintaining the confidentiality of your password and are fully responsible for all activities that occur under your

User ID and password. Any User ID and password provided to you for your access to the Service shall be for your personal use only. You agree to (a) immediately notify us of any unauthorized use of your User ID or password and (b) ensure that you log out of your account when you wish to de-authenticate from each session. Please be aware that the use of the Service requires acceptance of cookies from the Company.

10. Third-Party Sites. In order to use, access, and/or supplement certain Service, you may decide to direct the Company to retrieve certain financial or transactional information maintained online by third party financial institutions with which you have customer relationships, maintain accounts, or engage in financial transactions (“Account Information”).

11. Third-Party Services. The Company may use Third-Party Services to analyze your goals, formulate recommendations, and perform forecasting and modeling. In such cases, no personally identifiable information will accompany such analysis. All such access will be subject to our Privacy Policy.

12. Account Information. We make no effort to review your Account Information for accuracy, legality, or non-infringement. We are not responsible for the products and services offered by or on Third-Party Sites, including the sites of other advisers that may be mentioned. We cannot always foresee or anticipate technical or other difficulties, which may result in failure to obtain data or loss of data, personalization settings, or other service interruptions. We cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery, or failure to store any user data, communications, or personalization settings. For example, Account Information may be stale as of the time viewed, which reflects the fact that time may have passed between the time the information is downloaded from the third-party financial institution and the time such information is viewed by you. Such information may be more accurate or up-to-date when obtained directly from the relevant financial institutions.

13. User Login Information. By submitting passwords, usernames, PINs and other login information through the Service, you are licensing that content to us solely for the purpose of providing the Service to you. By submitting this content to us, you represent that you are entitled to submit it to us for use for this purpose, without any obligation by us to pay any fees or other limitations. You hereby authorize and permit us to use such information to accomplish the foregoing and to configure the services so that they are compatible with the Third-Party Sites that maintain your Account Information. Such information will not be stored or used by the Company for any purpose other than outlined above.

14. Licensed Content. By submitting information, materials, and other content through the Service, you are licensing that content to us solely for the purpose of providing Service. By submitting this content to us, you represent that you are entitled to submit it to us for use for this purpose, without any obligation by us to pay any fees or other limitations. You hereby authorize and permit us to use such information to accomplish the foregoing.

15. Agency. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD-PARTY SITES, WE ARE

ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY.

16. No Custody of Assets. Notwithstanding anything in this Terms of Service to the contrary, we shall have no authority to take or have possession of any assets in the accounts maintained by such third parties or to direct delivery of any securities or payment of any funds held in such account to itself or to direct any disposition of such securities or funds. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. While our Service may be affiliated and endorsed by the third parties with whom your Account Information is held from time to time, you should not assume that the Service is sponsored or endorsed by any third parties with whom your Account Information is held.

17. Alerts. We may provide mandatory automatic alerts and voluntary account-related alerts from time to time. Automatic alerts may be sent to you following certain events of interest, such as changes made online to your or third-party partner accounts (e.g., a change in your password) or movements in your portfolio.

18. Voluntary Account Alerts. Voluntary account alerts may be turned on by default as part of the Service. They may then be customized, deactivated, or reactivated by you as such functionality is available. We may add new alerts from time to time or cease to provide certain alerts at any time at our sole discretion. Electronic alerts for a given account will be sent to the email address you have provided as your primary email address for that account. If your email address or your mobile device's email address changes, you are responsible for informing us of that change. Changes to your email address or mobile number will apply to all of your alerts. Because alerts are not encrypted, we will never include your password or account numbers. However, alerts may include your User ID and some information about your accounts. Anyone with access to your email will be able to view the content of these alerts. At any time, you may disable future voluntary alerts.

19. Delays. You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. We use reasonable best efforts to provide alerts in a timely manner with accurate information. However, except as otherwise provided herein, we neither guarantee the delivery nor the accuracy of the content of any alert. Furthermore, except as otherwise provided herein, you also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

20. Account Closure. To close and delete any account with us, please email us at [members@faoncall.com](mailto:members@faoncall.com) or simply request to close your account from within the Service from the appropriate menu item.

21. Revocation of Closed Accounts. Subject to and as explained in our Privacy Policy and the remainder of this paragraph, your account access will be revoked within 30 days of the closing of the account. Even if we close your account, we may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

22. Use of Service and Privacy. Use of the Service, and all information that you provide to us in order to register for the Service, is governed by our Privacy Policy. We strongly urge you to review the terms of the Privacy Policy.

23. Termination of Service. These Terms of Service, as amended from time to time, will remain in full force and effect while you use the Service or use any Content that you have obtained from the Company. We may terminate these Terms of Service for any reason, at any time. Any provisions in these Terms of Service that by their nature or as specified hereunder are intended to continue beyond termination or expiration of these Terms of Service shall survive any termination or expiration of these Terms of Service.

24. Our Proprietary Rights. The Service (including, but not limited to, text, photographs, graphics, video and audio Content) are protected by copyright as collective works or compilations under the copyright laws of the United States and other countries. All individual articles, Content and other elements comprising the Service are also copyrighted works. Except for the Content submitted by members or users, the Service and all aspects thereof, including all copyrights, trademarks, and other intellectual property or proprietary rights therein, are owned by the Company or its licensors. You acknowledge that the Service and any underlying technology or software used in connection with the Service contain our proprietary information. You may not modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit any of the Content available on the Sites, in whole or in part, except as expressly authorized by us. Except as expressly and unambiguously provided herein, neither we nor our licensors grant you any express or implied rights, and all rights in the Service and Content not expressly granted by us to you are retained by us.

25. Intellectual Property. Trade names, trademarks and service marks of the Company include, without limitation, the name “Financial Advisor On Call, LLC,” and all associated logos. All trademarks and service marks on the Service that are not owned by us are the property of their respective owners. Nothing contained on the Service should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

26. Interstate and International Nature of Communications. You acknowledge that in contributing Content or using the Service to send electronic communications, you will be causing communications to be sent through our computer networks, portions of which are located in various states and localities in the United States and portions of which may be located abroad. As a result, and also as a result of the Company’s network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this Terms of Service, you acknowledge that the contribution of Content and use of the Service results in interstate data transmissions.

27. Transmission of Technical Data. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you

agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

28. Copyright Dispute Policy. We have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA posted at [www.copyright.gov/legislation/dmca.pdf](http://www.copyright.gov/legislation/dmca.pdf).

29. The Company's Address. The address of the Company's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is as follows:

Copyright Agent: T. Gregory Reymann II  
Name: T. Gregory Reymann II  
Address: 311 Park Place Blvd., #150  
Clearwater, FL 33759  
Email: [greg@reymannlawgroup.com](mailto:greg@reymannlawgroup.com)  
Phone: 813-497-1400

30. Our Policy. It is the Company's policy to (i) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our affiliates, Content providers, members, or users; and (ii) remove and discontinue service to repeat offenders.

31. Procedure for Reporting Copyright Infringements. If you believe that material or Content residing on or accessible through the Service infringes your copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below ("Proper Bona Fide Infringement Notification"):

- 31.1 A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that was allegedly infringed;
- 31.2 Identification of the works or materials being infringed;
- 31.3 Identification of the material that is claimed to be infringing, including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence;
- 31.4 Contact information about the notifier including address, telephone number and, if available, email address;
- 31.5 A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
- 31.6 A statement made under penalty of perjury that the information provided is accurate and that the notifying party is authorized to make the complaint on behalf of the copyright owner.



Please note that if you choose to send a Proper Bona Fide Infringement Notification to the Designated Agent via email, all required information must be provided in the body of the email as we will not accept or open attachments.

32. Upon Receipt of a Bona Fide Infringement Notification. Once Proper Bona Fide Infringement Notification is received by the Designated Agent, it is our policy:

- 32.1 to remove or disable access to the infringing material;
- 32.2 to notify the Content provider, member, or user that it has removed or disabled access to the material; and
- 32.3 that for repeat offenders, we will also terminate such Content provider's, member's or user's access to the Sites.

33. Procedure to Supply a Counter-Notice to the Designated Agent. If the Content provider, member or user believes that the material that was removed or to which access was disabled is either not infringing, or the Content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the Content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed above:

- 33.1 A physical or electronic signature of the Content provider, member, or user;
- 33.2 Identification of the material that has been removed or to which access to has been disabled and the location at which the material appeared before it was removed or disabled;
- 33.3 A statement that the Content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
- 33.4 The Content provider's, member's or user's name, address, telephone number, and, if available, email address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the Content provider's, member's or user's address is located, or if the Content provider's, member's or user's address is located outside the United States, for any judicial district in which we are located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

34. Removal. If a counter-notice is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed material

may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, in our discretion.

35. Changes to the Agreement or the Service. You agree and understand that these Terms of Service and the Service may be modified by us at any time without prior notice, and such modifications will be effective upon our posting of the new terms and/or upon implementation of the new changes in the Service. You agree to review the Terms of Service periodically so that you are aware of any modifications. YOUR CONTINUED USE OF THE SERVICE AFTER ANY MODIFICATIONS INDICATES YOUR ACCEPTANCE OF THE MODIFIED TERMS OF SERVICE. Unless we expressly state otherwise, any new features, new services, enhancements, or modifications to the Sites or Services implemented after your initial access thereto shall be subject to these Terms of Service.

36. Governing Law and Arbitration. If there is any dispute about or involving the Service, you agree that the dispute will be governed by the laws of the State of Florida, without regard to its conflict of law provisions.

37. Arbitration and Waiver of Jury Trial. YOU AND THE COMPANY (THE "PARTIES") WAIVE YOUR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING ANY RIGHT TO A JURY TRIAL. The Parties agree that any dispute between or among any of the Parties about or involving the Service or the use thereof, or arising out of, relating to or in connection with the Terms of Service or the Privacy Policy, shall be resolved exclusively through binding arbitration conducted under the auspices of JAMS pursuant to its Arbitration Rules and Procedures. The arbitration hearing shall be held in the City and County of Largo, State of Florida. Disputes shall not be resolved in any other forum or venue. The arbitration shall be conducted by a retired judge who is experienced in resolving disputes regarding the securities business. The Parties agree that the arbitrator shall apply the substantive law of Florida to all state law claims, that limited discovery shall be conducted in accordance with JAMS' Arbitration Rules and Procedures, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by statute to be an available remedy for any of the specific claims asserted. In accordance with JAMS' Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law or other written explanation of the reasons for the award. The Parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction as provided by law.

38. Unenforceable Terms. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Service shall otherwise remain in full force and effect and enforceable. To the extent a court determines that the second sentence of the section captioned "Arbitration" is not enforceable, the Parties agree to exclusive personal jurisdiction by, and venue in, the state and federal courts of the State of Florida, City of Largo, for any dispute between or among any of the Parties about or involving the Service or the use thereof, or arising out of, relating to or in connection with the Terms of Service or the Privacy Policy.

39. Indemnity. To the maximum extent enforceable under applicable, you agree to indemnify and hold the Company, its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your access to the Service, (ii) the use of the Service by you or someone using your account, (iii) the submission of Contributed Content by you or someone using your account, (iv) the violation of these Terms of Service by you or someone using your account, (v) any violation of law in your use of the Service or in your dealings with other users of the Service or by someone using your account, or (vi) the infringement by you or by someone using your account of any intellectual property or other right of any person or entity.

40. Disclaimers and Limitations of Liability. Any third-party brokers and third-party advisors used by the Company or to whom you have access through the Service are not employees or agents of the Company or its affiliates. We are not liable for and will not judge the suitability of any actions of the third-party brokers and third-party advisors, including any trading or investment recommendation or decision. The Company treats content submitted by such users in the same manner that it treats content submitted by the general public. Your engagement of a third-party broker will be governed by their terms of use, privacy policy, and any supplemental terms or conditions we or they may require, which terms, conditions, and policy you are strongly encouraged to review before engaging any such third party.

41. Risks. There are significant risks associated with investing with a third-party advisor or investing in the recommended securities, including, but not limited to, the risk that your portfolio could suffer a substantial diminution in value. We do not and cannot guarantee the future performance of your portfolio or the recommended securities. If you choose to invest in the recommended securities, you acknowledge that you are able to bear the risks of investing in the recommended securities, as applicable, and that the Company and its affiliates shall not be liable, directly or indirectly, to you or any other entity for losses resulting from the actions or recommendations of any third-party advisors or your investment in the recommended securities.

42. Accuracy of Information. The Company and its affiliates do not warrant or guarantee the accuracy of any estimation of fees, description of investment strategies, third party data about mutual funds or ETFs, or other information provided in connection with any recommendation. The Company and its affiliates shall not be liable, directly, or indirectly, to you or any other entity for any inaccuracies in or omissions from such information.

43. Performance. Performance graphs and other historical information are not a guarantee of future performance, and the future performance of a portfolio/allocation or recommended security may differ materially from its past performance.

44. Service "AS IS." The Service is provided by us on an "as is" basis. We and our licensors and affiliates make no representations or warranties of any kind, express, statutory, or implied as to the operation of the Service or any associated software or the information, content, materials, or products included on, or in association with, the Service. To the fullest extent permissible by applicable law, we and our licensors and affiliates disclaim all warranties, express statutory, or implied, including, but not limited to, implied warranties of merchantability and fitness for a

particular purpose and non-infringement. We and our licensors and affiliates further do not warrant the accuracy or completeness of the information, text, graphics, links, or other items contained within or displayed through the Service.

45. No Warranty of Service. We and our licensors and affiliates make no warranty that (i) the Service will meet your requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Service will be accurate or reliable; (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations; or (v) any errors in the Service will be corrected.

46. No Implied Warranty. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the limitations under Paragraph 47 above may not apply to you. We are not responsible for the conduct of any user of the Service. We do not warrant or covenant that Service will be available at any time or from any particular location, will be secure or error free, that defects will be corrected, or that the Service will be free of viruses or other potentially harmful components. Any material or content downloaded or otherwise obtained through the use of the Service is accessed at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. To the maximum extent permitted by law, no information, whether oral or written, obtained by any user from us or through or from the Service shall create any warranty not expressly stated herein.

47. No Legal or Tax Advice. Neither we nor the Service are intended to provide legal, tax, or, except as we may otherwise notify you in connection with the recommendations, financial advice. We are not a registered broker-dealer or tax advisor. Unless we specify otherwise, any advice we provide to you is based solely on the information provided by you and may not take into account information that may be available in the context of a more detailed examination of your personal financial situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances. We will not check the accuracy of the information you provide to us. It is your responsibility to keep the information you provide to us up to date. In most cases, we will not ask you to provide additional information or ask you to update your existing information.

48. Damages. Neither we nor our affiliates shall be liable for damages arising from the provision or use of the Service, including the recommendations, except for damages resulting from our gross negligence or willful misconduct. Notwithstanding the foregoing, nothing in these Terms of Service shall constitute a waiver or limitation of your rights under any federal or state securities laws.

49. Liability. We shall not, directly or indirectly, be liable, in any way, to you or any other person or entity for any: (i) inaccuracies or errors in or omissions from the Content or Service including, but not limited to, any information or analysis posted by any other user, prices of securities and financial data; (ii) delays, errors, or interruptions in the transmission or delivery of the content or

Services; or (iii) loss or damage arising from your use of the Content or Service thereon or by any reason of nonperformance.

50. Failure to Perform Obligations. Without limiting the generality of the foregoing, (a) we shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electrical, or communications failure or degradation and (b) neither we nor our suppliers will be liable under any theory of law, for any indirect, incidental, punitive, or consequential damages, including, but not limited to, loss of profits, business interruption, and/or loss of information or data. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

51. Maximum Aggregate Liability. Notwithstanding anything to the contrary contained herein and to the maximum extent enforceable under applicable law, the Company's maximum aggregate liability to you for any causes whatsoever, and regardless of the form of action, will at all times be limited to the fees received by the Company in respect to your account in the 12 months prior to the action giving rise to liability.

52. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NOTHING IN THESE TERMS OF SERVICE SHALL BE INTERPRETED TO WAIVE OR LIMIT YOUR RIGHTS UNDER ANY FEDERAL OR STATE SECURITIES LAW.