

Terms of Service

This Terms of Service (this "Agreement") is made by and between Advizr, Inc., a Delaware corporation ("Advizr", "we" or "us"), and the consumer customer ("Consumer" or "you") of a financial advisor or financial institution who is authorized to use Advizr's financial planning software offering (the "Advisor"). This Agreement sets forth the general terms and conditions of Consumer's access to and use of Advizr's financial planning software offering (the "Service"). Once Consumer accepts by clicking "I Accept" [insert location of "I accept button"], Consumer agrees to all of the terms and conditions of this Agreement.

Consumer acknowledges that, as the Service changes, Consumer may be required to agree to additional terms and conditions as a condition to continued use of the Service. Consumer further acknowledges that Advizr may change the terms and conditions applicable to use of the Service, but Advizr will obtain Consumer's agreement to such changed terms and conditions by presenting a revised Terms of Service to Consumer for acceptance. If Consumer refuses to accept the revised Terms of Service, Advizr has the right to immediately terminate Consumer's access to and use of the Service.

Privilege to Access and Use the Service

Subject to the terms and conditions of this Agreement, Consumer may access and use those aspects of the Service intended for access and use by consumers and made available to Consumer by Advisor (the "Consumer Site"). Consumer shall not (1) access or use any aspect of the Service other than the Consumer Site; (2) access or use the Service for any purposes other than personal use; or (3) access or use the Service in any unlawful manner or in violation of this Agreement.

Consumer understands, acknowledges and agrees that:

- The Advisor has authorized Consumer to access and use the Consumer Site. The Advisor may at any time, in his, her or its sole discretion, terminate such authorization. Upon notification that the Advisor has terminated his, her or its authorization of Consumer's use of the Consumer Site, Advizr will immediately terminate Consumer's access and use of the Service without notice.
- The Consumer Site is not a replacement for account statements provided by custodians of Consumer's financial accounts. It is important to compare the information on the Consumer Site with the statements Consumer receives from the custodian(s) for the Consumer's account(s).
- Advizr retains the right to establish practices and/or limits in connection with the Services, including but not limited to establishing maximum disk space allotted to Consumer's information and files stored on Advizr's servers.

- The Consumer Site is provided solely as a convenience to Consumer.
- Neither Advizr nor the Consumer Site provides any advice regarding insurance or securities or any other financial planning or other financial advice.
- As between Consumer and Advizr, Consumer is solely responsible for all financial decisions and financial planning made by Consumer and/or the Advisor, whether made in connection with use of the Service or otherwise.
- Advizr is not responsible for and shall not be held liable for any advice given or recommendations made by the Advisor with respect to any financial, insurance, planning or other matter, regardless of whether Consumer relied on such advice or the Service.
- Advizr does not guarantee or warrant that any part of the Service is free of viruses or other harmful code. Consumer must take appropriate precautions, such as use of an anti-virus software package, to protect his or her computer hardware and software.
- Consumer is responsible for obtaining his or her own hardware, software and services (such as computers, web browsers and Internet access service) necessary to access and use the Service and for payment of all fees involved in obtaining such hardware, software and services.
- Consumer shall be solely responsible for safeguarding his or her login credentials such as User Name and Password. Consumer must immediately notify the Advisor if his or her login credentials are compromised. Advizr has no liability for any loss, claim, or other damages that result from unreported, unauthorized use of Consumer's log in credentials.

The materials, information and content made available or displayed on the Consumer Site (collectively, "Content") is proprietary to us or our licensors and should be considered our confidential information. Subject to these Terms, including any Supplemental Terms, and the access rights granted to you by your Advisor, Advizr hereby grants you a limited, non-exclusive, non-transferable license to view, use, download and print the Content solely for your personal, informational, non-commercial and internal review and solely in accordance with these Terms. You may not: (i) use the Content or any part thereof to develop products or technologies similar to the products of Advizr; (ii) reproduce, republish, modify or alter the Content; (iii) distribute or sell, rent, lease, license or otherwise make the Content available to others; or (iv) otherwise remove any text, copyright or other proprietary notices contained in the Content. Any copy of the Content or portion thereof must include all copyright notices, information, and restrictions contained in, or attached to, any of the Content, and you must abide by the foregoing notices and restrictions. To request certain Content, you may be required to provide us with your contact information, including your email address. We may, in our sole discretion, then send you such Content in a format we determine in our sole discretion. You agree to only provide us with true, accurate, current and complete information in such request. We reserve the right to reject your request and refuse to send you our Content. We are not responsible to ensure, and disclaim any responsibility for your ability to open, use or view the Content we send you pursuant to your request. As between you and us, we retain all right, title and interest in and to the Content, and all related intellectual property rights. We reserve all rights not granted in these Terms. You will immediately notify us in the event of any loss or unauthorized

disclosure of any Content. Upon our written request, or your termination of these Terms, you must promptly delete or destroy all documents and other tangible materials representing any Content and all copies thereof.

You understand and acknowledge that the software, code, proprietary methods and systems used to provide the Service (including via any App) ("Our Technology") are: (i) copyrighted by us and/or our licensors under United States and international copyright laws; (ii) subject to other intellectual property and proprietary rights and laws; and (iii) owned by us or our licensors. Our Technology may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, and restrictions contained in or attached to any of Our Technology. Nothing in the Agreement grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Site according to the Agreement. Furthermore, nothing in the Agreement will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology. Certain of the names, logos, and other materials displayed on the Site or in the Services constitute trademarks, tradenames, service marks or logos ("Marks") of Advizr or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities. Any use of third party software provided in connection with the Service will be governed by such third parties' licenses and not by the Agreement.

General Rules of User Conduct

It is our goal to make access to our Service a good experience for all of our users. You agree not to, and represent and warrant that you will not, reproduce, duplicate, copy, sell, resell or exploit any portion of the Service for any purposes other than for which the Service is being provided to you, or do any of the following:

- Conduct or promote any illegal activities while using the Service;
- Upload, distribute or print anything that may be harmful to minors;
- Violate the rights of any third party, including any intellectual property rights;
- Attempt to reverse engineer or jeopardize the correct functioning of the Site, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site;
- Attempt to gain access to secured portions of the Service to which you do not possess access rights;
- Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
- Use the Service to generate unsolicited email advertisements or spam;

- Use the Service to stalk, harass or harm another individual;
- Use any high volume automatic, electronic or manual process to access, search or harvest information from the Service (including without limitation, robots, spiders or scripts);
- Interfere in any way with the proper functioning of the Service or interfere with or disrupt any servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- Use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page or the Content contained on any such web page for commercial use without our prior express written permission;
- Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or Mirror or frame the Site or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages.

Account Aggregation Service

To the extent made available to Consumer by Advisor, the Service currently provides an account aggregation function that allows Consumer to view, in a single location, consolidated financial information from such accounts that Consumer maintains at various financial institutions as Consumer may designate from time to time ("Outside Accounts").

To use the account aggregate function, Consumer understands and agrees that:

- Consumer is responsible for designating the Outside Accounts which Consumer desires to aggregate.
- For each available Outside Account that Consumer desires to aggregate on the Consumer Site, Consumer must provide Advizr's third party aggregation vendor ("Aggregator") with the necessary login credentials to access the Outside Account such as username and password. Consumer will provide this information through such function and process as Advizr may determine from time to time.
- Consumer authorizes Aggregator to access the website maintained by each third-party financial institution for each Outside Account designated for aggregation and to use Consumer's login credentials to retrieve information in the account.
- Consumer authorizes Aggregator to share the account information retrieved from each designated financial institution's website with Advizr.

- Consumer authorizes Advizr to access and store the account information retrieved from each designated financial institution’s website and to display such information to Consumer and the Advisor via the Service and/or Consumer Site.
- The function is not available for all types of accounts and/or for all financial institutions. As such, Advizr's only obligation is to make available to Consumer the ability to aggregate such types of accounts at such financial institutions as may then be available on the Service in Advizr's sole discretion.
- Financial institutions change their web sites from time to time. As a result, an Outside Account that was available may cease to be available to the Service. Advizr has no control over this situation and has no obligation to restore the availability of the Outside Account on the Consumer Site.
- For each Outside Account designated for aggregation, Consumer represents and warrants to Advizr that (1) Consumer is the legal owner of the account; (2) Consumer has the right to disclose his or her login credentials for such Outside Account; and (3) Consumer has the right to grant Aggregator and Advizr the foregoing authorizations.
- Advizr is not responsible for any acts, errors, or omissions of Aggregator.
- Advizr is not responsible for any acts, errors, or omissions by the financial institutions at which Consumer maintains an Outside Account, or for the accuracy of the information provided by such institutions.
- Advizr may terminate the account aggregation function at any time without notice to Consumer.

The Document Vault

The Service currently provides a service known as the Document Vault (“Vault”) which allows Consumer, to the extent access is made available by an Advisor, to store and retrieve files and other electronic files on the Consumer Site. To add a file to the Vault, Consumer may either (a) upload the files to a shared folder to which the Advisor has granted Consumer access or (b) provide a copy of the file to the Advisor if that file is to be added to the shared folder. Because Advisor can view all files uploaded to the shared folder in the Vault, Consumer should only upload files to the Vault that he or she feels comfortable sharing with the Advisor. Consumer may only remove files from the Vault if Advisor has granted Consumer such access rights.

Consumer understands and agrees that:

- For each file stored or retrieved in the Vault, Consumer represents and warrants to Advizr that Consumer lawfully possesses such file and has the authority to arrange for the upload, storage and retrieval of such file to and from the Vault.

- Consumer is solely responsible for the use and content of any file that Consumer provides or retrieves for inclusion in the Vault, including files provided by third parties (including, without limitation, your broker-dealer, your broker-dealer's service providers and your custodian) and such third parties do not assume any liability with respect to the content of such files when viewed in the Vault or for any other content provided on this site. Consumer agrees not to use the Vault to store any file or information that is unlawful, offensive, indecent, or otherwise actionable by any third party.
- Advizr disclaims any ownership rights to or liability for the files (or the contents thereof) uploaded to the Vault by Consumer.
- Advizr is not responsible for any use or dissemination of Consumer's files by any third parties to whom Consumer or the Advisor grants authorization to view his or her files.
- The file storage function is provided to Consumer as a convenience and may be discontinued by Advizr at any time.
- The files retained in the Vault should not be Consumer's sole copy of such files.
- Consumer is responsible for retaining originals of the files he or she chooses to store in the Vault as Advizr does not guarantee the contents of the Vault will be available to the Consumer or that the Vault will always be offered as a service.

Other Terms and Conditions

- Consumer may terminate use of the Service at any time by contacting the Advisor. Once Consumer has terminated use of the Service, Consumer will have no further access to the Services and all files retained in the file storage service will be deleted.
- Advizr may modify or discontinue offering the Services at any time, with or without notice, for any reason or no reason.

Consumer acknowledges and agrees that Advizr is not responsible or liable for any content, advertising, products or other materials on or available from third-party web sites or embedded videos. Consumer is responsible for familiarizing his or herself with the content of such third-party websites and/or embedded videos, including the applicable privacy policies related thereto. For more information on Advizr's privacy policies, please [insert method of accessing the privacy policy.]

THE SERVICE IS FURNISHED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AVAILABILITY OF ALL OR ANY PART OF THE SERVICE, AND FREEDOM FROM ERRORS, VIRUSES, BUGS OR OTHER HARMFUL COMPONENTS.

ADVIZR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.

IF THE FOREGOING DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY IS HELD TO BE UNENFORCEABLE, CONSUMER AGREES THAT ADVIZR'S LIABILITY TO CONSUMER, WHETHER IN TORT, CONTRACT OR OTHERWISE, FOR ALL CAUSES SHALL NOT EXCEED IN THE AGGREGATE \$500.

If any clause or provision set forth in this Agreement is determined to be illegal, invalid or unenforceable under present or future law, then the clause or provision so determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of all remaining clauses or provisions.

This Agreement and Consumer's access to and use of the Service shall be governed by the laws of the United States of America and the State of New York applicable to contracts entered into by residents of New York and wholly performed in New York. The state courts with jurisdiction over New York County, New York shall have exclusive jurisdiction over any and all claims, disputes or other controversies relating to or arising from this Agreement or Consumer's access to or use of the Services. Consumer hereby expressly consents to the exercise of jurisdiction over Consumer by such courts. To the fullest extent permitted by applicable law, each party to this Agreement waives its or his right to a jury trial with respect to any action brought under or in connection with this Agreement. The headings used in these terms of use are for convenience only and such headings are not to be used in determining the meaning or interpretation of these terms of use. This Agreement, together with any other terms, conditions and agreements that may be entered into by Consumer and Advizr in connection with a specific product or service of Advizr, constitute the entire agreement between Consumer and Advizr and supersedes any and all other agreements, representations and understandings, whether written or oral. This Agreement may not be modified or amended by Consumer without the prior written consent of Advizr.