

TERMS AND CONDITIONS GOVERNING USE OF THE ORION WEBSITE

OVERVIEW

Orion Advisor Solutions, Inc., by and through its affiliates, including (without limitation) Orion Advisor Technology, LLC, Advizr, Inc. (dba Orion Planning), GxWorks, LLC (dba Orion Risk Intelligence), BasisCode Compliance LLC (dba Orion Compliance), and Redtail Technology, Inc. (collectively, "Orion") offers registered investment advisers, broker/dealers and other financial professionals a web-based portfolio management system and an operational service bureau. Orion's website is provided as a convenient method to disseminate general information pertaining to its portfolio management system as well as provide access to additional information and services provided by Orion. No part of this website may be reproduced in any manner without the express written permission of Orion. Your use of this website is subject to the following Terms and Conditions of Use ("Terms and Conditions").

TERMS AND CONDITIONS OF USE

These Terms and Conditions are a binding contract between you and Orion. By using or accessing this website, you accept and agree to be bound by these Terms and Conditions. Your use of the website is governed by the version of the Terms and Conditions in effect on the date in which this website is accessed by you. Orion may modify these Terms and Conditions at any time

and without prior notice. You should review these Terms and Conditions from time to time, as your continued use of this website signifies your acceptance of any changes.

Information contained on this website is derived from sources believed to be reliable. However, Orion does not represent that this information is complete or accurate and it should not be relied upon as such. All opinions expressed herein are subject to change without notice. Orion does not provide accounting, legal or tax advice and no portion of the Orion website should be interpreted as such. All content on the Orion website is presented only as of the date published or indicated, and may be superseded at any time. All content included on this website is the property of Orion and is protected by United States copyright laws. All trademarks and service marks on the Orion website belong to Orion or an affiliate, except for third-party trademarks and service marks, which are the property of their respective owners. Accordingly, you may not copy, distribute, modify, post or frame-in this website, including any text, logos, graphics, video, audio, software code or user interface design without the express written consent of Orion. This website and included materials do not constitute an offer to sell, an offer to buy, recommendation to buy or representation as to the suitability or appropriateness of any security, financial product or instrument.

MEANS OF ACCESS

Certain parts of the Orion website are protected by a user ID and password. You may not obtain or attempt to obtain unauthorized access to such parts of the Orion website, or to any other protected materials or information, through any means not intentionally made available by Orion for your specific use. If you

have a user ID and password for access to non-public areas of the Orion website, you are solely responsible for all activities that occur in connection with your user ID and password; therefore, you should take steps to protect the confidentiality of this information. You agree to notify Orion immediately if you become aware of any disclosure, loss, theft or unauthorized use of your user ID and password.

INDEMNIFICATION

As a condition of your use of the Orion website, to the extent permitted by law, you agree to indemnify and hold Orion and its third party providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of the Orion website, or from your violation of these Terms and Conditions.

LIMITATION OF LIABILITY

ORION WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF ORION HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE SERVICES AND INFORMATION AVAILABLE FROM ITS WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE ORION WEBSITE AND ANY THIRD PARTY CONTENT.

FORCE MAJEURE

Orion will not be liable for failure or losses caused by conditions and events beyond its control including, without limitation: fire, electrical, mechanical or equipment breakdowns, delays by third party vendors and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of governmental authority or new governmental restrictions, market fluctuations or acts of God.

LINKS TO THIRD-PARTY WEBSITES

This website may contain links to third-party websites. Any links to such third-party websites are provided solely as a convenience to you and not as an endorsement by Orion of the content on such third-party websites, or any affiliation or association with its operators. Orion is not responsible for the content of linked third-party websites, including, without limitation, any link contained in a linked website, or any changes or updates to a linked website, and do not make any representations regarding the information, services, products or accuracy of any material contained on such third-party websites.

CHANGES TO THE WEBSITE

Orion may terminate your access to the Orion website or discontinue or modify the Orion website at any time without prior notice to you. Your continued use of the Orion website following any such modification will constitute acknowledgement of your acceptance of said modifications.

GOVERNING LAW

Except as otherwise required by law, the Terms and Conditions of use for this website are governed by the laws of the state of Nebraska without regard to conflicts of law, and shall inure to the benefit of Orion's successors and assigns, whether by merger, consolidation, or otherwise.

TECHNOLOGY

The Orion website uses cookies, tracking pixels and related technologies. Cookies are small data files that are served by our platform and stored on your device. Our website uses cookies dropped by us or by third parties for a variety of purposes including to operate and personalize the website. Cookies may also be used to track how you use the website to target ads to you on other websites. Website visitors may opt out of receiving targeted advertising by visiting networkadvertising.org/choices.