



FINVEST TERMS OF SERVICE

Jan 5, 2024

Thank you for your interest in Finvest (“we,” “our,” or “us”) and our website and our mobile application. This Terms of Service is a legally binding contract between you and Finvest regarding your use of the Services. Our company official registered name is Get Moving, Inc (“Finvest”)

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY (TOGETHER, THESE “TERMS”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICES. YOUR USE OF THE SERVICES, AND OUR PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY FINVEST AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. YOU AGREE THAT DISPUTES ARISING UNDER THESE TERMS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND BY ACCEPTING THESE TERMS, YOU AND FINVEST ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY.

LEGAL DISCLAIMER. YOU ACKNOWLEDGE AND AGREE THAT: (1) THE CONTENT PRESENTED ON THE SERVICES ARE NOT INTENDED TO PROVIDE YOU OR ANYONE ELSE WITH INVESTMENT, LEGAL, TAX, INSURANCE OR ANY OTHER KIND OF PROFESSIONAL ADVICE; AND (2) FINVEST IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITIES FOR ACTIONS TAKEN BY YOU BASED ON CONTENT PRESENTED ON THE SERVICES.

ADDITIONAL TERMS. Your use of the Services are subject to all additional terms and conditions, policies, rules, or guidelines applicable to the Services or certain features of the Services together with any that we may post on or link to from the Services including the disclosures made available (collectively the “Additional Terms”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms. To the extent that any Additional Terms conflict with these Terms, the terms contained in the Additional Terms will control.

Finvest Services Overview

The “Service” includes our mobile app, website, general news and information, commentary, educational material and information and data concerning the financial markets, securities and other subjects, market data such as quotations for securities transactions and/or last sale information for completed securities transactions reported in accordance with federal securities regulations, along with our related websites, networks, applications, mobile applications, and other social media services.

Get Moving (“Finvest”) has an engagement with Atomic Invest, LLC (“Atomic Invest”), an SEC-registered investment adviser, to bring you the opportunity to open an investment advisory account. Investment advisory services are provided by Get Moving, Inc (“Finvest”). Your funds and treasuries are held in custody and cleared through Pershing Advisor Solutions LLC, a subsidiary of the Bank of New York Mellon Corp. Pershing LLC serves as the brokerage firm, a member of FINRA and SIPC. SIPC protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). Explanatory brochure available upon request or at www.sipc.org

Companies which are engaged by Atomic Invest receive compensation of 0% to 0.85% annualized, payable monthly, based upon assets under management for each referred client who establishes an account with Atomic Invest (i.e., exact payment will differ). Neither Atomic Invest nor Atomic Brokerage, LLC (FINRA registered broker-dealer and member of SIPC), nor any of their affiliates is a bank. Investments in securities are Not FDIC insured, Not Bank Guaranteed, and May Lose Value. Investing involves risk, including the possible loss of principal.

Before investing, consider your investment objectives and the fees and expenses charged. Advisory services are not intended to provide tax advice or financial planning with respect to every aspect of a client’s financial situation and do not include investments that clients may hold outside. For more details, please see the Form CRS, Form ADV Part 2A, the Privacy Policy, and other disclosures. Custodial and clearing services are provided by Pershing LLC.

Eligibility:

- You must be at least 18 years old to use the Services. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Services; and (c) your registration and your use of the Services is in compliance with any and all applicable laws and regulations. You may not authorize another user to use the Services on your behalf.
- Where you provide Finvest with any information in any form from time to time in connection with your account or your application for an account or any services, you represent and warrant that such information is complete, true, accurate, and correct. You acknowledge that knowingly giving false information for the purpose of inducing Finvest to extend credit is a federal crime.

Accounts and Registration.

To access our features of the Services, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, phone number, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your

account. If you believe that your account is no longer secure, then you must immediately notify us at support@getfinvest.com.

General Payment Terms.

Certain features of the Services may require you to pay fees. By accepting these terms and using our mobile app, you agree to pay Finvest the fees, which is outlined in the fees section on our website at www.getfinvest.com. All fees are in U.S. Dollars and are non-refundable. We reserve the right to determine pricing for the Services. We will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information. We will give you advance notice of pricing changes before they apply. At our sole discretion, may make promotional offers with different features and different pricing to any of our customers. You agree to pay any such fees at the then-prevailing rate. You acknowledge that the prevailing fees may change and that change may occur without notice. You agree to be bound by such changes once they are posted in the fee schedule available on the Platform. Finvest reserves the right to vary rates and fees among customers in connection with special offers, promotions, arrangements, or account criteria such as account value/balance or customer loyalty. You also agree to pay all applicable federal, state, local, and foreign taxes, and any fees, costs, or expenses incurred by Finvest in connection with collection of any unpaid balance due on your Account, including attorney's fees allowed by law. You authorize Finvest to automatically debit your Account for any fees, charges or other amounts owed to Finvest by you, and for any taxes owed by you.

Cash sweep program

You understand that any uninvested cash (i.e. cash that sits in the Finvest account that is not used for trading) will be automatically deposited into the Dreyfus Government Cash Management fund. The fund is a government money market fund and pursues its investment objective by investing only in government securities, repurchase agreements collateralized solely by government securities and/or cash, and cash. The fund seeks to invest in securities that present minimal credit risk, based on BNY Mellon Investment Adviser's assessment of the issuer's or guarantor's credit quality and capacity to meet its financial obligations, which may include environmental, social and governance (ESG) factors as appropriate and applicable, among other factors. More information can be found on their website: <https://www.dreyfus.com/products/mm/fund/dreyfus-government-cash-management.shareclass.Service-Shares.html#?section=performance>

Authorization

You authorize Finvest and its third party payment processors (for ACH transfers) to charge all sums for the orders that you make and any level of Services you select as described in these Terms, to the payment method specified in your account. If you pay any fees with a credit card, Finvest or its third party payment processors may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

Knowledge of Account

You are solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in your Account including mergers, reorganizations, stock splits, name changes or symbol changes, dividends, option symbols, and option deliverables. Certain securities may grant you valuable rights that may expire unless you take specific action, and you are solely responsible for knowing all expiration dates, redemption dates, and the circumstances under which

rights associated with your securities. Finvest may, but is not obligated to, notify you of any upcoming expiration or redemption dates, or take any action on your behalf without specific instructions, except as required by law and the rules of regulatory authorities.

Connecting bank accounts via Plaid

These Linking Service Terms apply whenever a Finvest Client or User links an external account with a third party institution that provides open banking data via our external account linking service. By setting up a connection to your account with this institution (your “External Account”), you agree to the following terms and consent to Finvest processing your data. By providing your External Account information and login credentials, you are agreeing to use our account linking service to connect to the selected institution and retrieve your account data, subject to these terms. You understand that Finvest will access and process your External Account information, verify your External Account, link your External Account with your Finvest account, and display External Account information on your Finvest dashboard. You consent to Finvest processing your External Account data for these purposes and as described in our Privacy Policy.

This service is connected by Plaid. When you request data from a source connected to this service, Plaid collects that data and provides it to us. Plaid acts on our behalf in this process, which means we share your data with Plaid as one of our service providers. For more information on how Plaid collects, uses, stores, and handles your data, please see Plaid’s policies (www.plaid.com/safety/). You provide login credentials (“Credentials”) to your External Accounts at your own risk. By linking your External Accounts you agree that the data sources that maintain your External Accounts and any third parties that interact with your Credentials or account data in connection with this service are not liable for any loss, theft, compromise, or misuse whatsoever in connection with this service (including negligence), except to the extent such liability cannot be limited under applicable law. Data sources make no warranties of any kind related to the data provided via this service--whether express, implied, statutory, or otherwise. Except for any PDFs of official account documents we retrieve on your behalf and provide to you without alteration, no data provided by this service is an official record of any of your accounts. By proceeding and linking your External Account, you agree to the terms on this page, authorize and direct Plaid to process the information you provide and link your External Account to your Finvest account, and agree and consent to Finvest processing your account information in accordance with our Privacy Policy and our Terms of Service.

Review of Confirmations and Statements

You agree that it is your responsibility to review order execution confirmations and statements of your Account promptly upon receipt. These documents will be considered binding on you unless you notify us of an objection within two days from the date confirmations are sent or within ten days after Account statements are sent. Such objections must be in writing. In all cases, Finvest reserves the right to determine the validity of your objection. If you object to a transaction for any reason, you understand and agree that you are obligated to take action to limit any losses that may result from such transactions and that you will bear sole responsibility for any losses relating to the transaction, even if your objection to the transaction is ultimately determined to be valid.

Orders and instructions

Any instruction or order given for your Account will be treated as being from you and fully authorized by you. You agree not to allow any person access to your Account, your Account username or password, or permit any other person to give orders or instructions on your Account to Finvest, without the prior consent of Finvest. If any other person has access to your Account, your Device, your Account username or password, that is solely at your own risk. Finvest may execute your orders on any exchange or market. Finvest reserves the right to require full payment in cleared funds prior to the acceptance of any order. In the event that you fail to provide sufficient funds, Finvest may, at its option and without notice, liquidate the Property subject of the buy order, or (iii) sell other Property owned by you and held in your Account.

Duty to Download and Update Software

Finvest requires that to maintain an account on the Platform, you must download the mobile app to your mobile device for certain security or other account related purposes. Additionally, from time to time, Finvest will release software updates for the mobile app. You understand and agree that you are responsible for downloading and upgrading your software and maintaining the latest version of the App on your mobile device. Failing to do so may result in you encountering content that contains out-of-date, missing or incorrect information including, among other things, important disclosures and agreement updates, and may impact your ability to access your Account. Finvest will not be responsible for any Losses caused by your use of outdated software or failure to download the App on your mobile device.

Account Security

In order to set up and access your Account, you will be required to create or will be given security details, including an Account username and password. You are solely responsible for monitoring and safeguarding your Account and access to your Account. You are solely responsible for keeping your Account username, password, and other Account details safe, and for the safety and security of any electronic devices through which you access your Account (which may include your phone, tablet, computer, or any similar device) (a "Device"). This includes taking all reasonable steps to avoid the loss, theft, or misuse of such Device, for instance engaging available protections provided by your Device, such as passcodes, biometric login (such as via a fingerprint or a face-scan), or similar, and keeping your Account username, password, and other Account details safe and secret at all times. Any loss or compromise of your Device, your email account, your Account username or password, or other security details, may result in unauthorized access to your Account by third parties. You agree to immediately notify Finvest immediately and in any event within 24 hours if you become aware of: (i) any loss, theft, or unauthorized use of your Account, Account username or password, your PIN, or your Card; (ii) any failure by you to receive any Account communication such as confirmation of an order or a statement; (iii) any receipt by you of an Account communication that you do not recognize such as a confirmation of an order that you did not place; (iv) any inaccurate information in or relating to your orders, trades, margin status, Account balances, deposits, withdrawals, securities positions or transaction history; (v) any receipt by you of a security notification concerning your Account that notifies you of an event or action that you do not recognize; or (vi) any other unauthorized use or access of your Account. Each of the events described in (i)-(vi) of this clause will be a "Potential Fraudulent Event". You agree to cooperate fully with the legal authorities and Finvest in any investigation of any Potential Fraudulent Event, and to complete any required affidavits promptly, accurately, and thoroughly. You agree to allow Finvest access to your Device, and your network in connection with Finvest's investigation of any Potential Fraudulent Event. You acknowledge that if you fail to do any of these things, you may

encounter delays in regaining access to the funds in your Account. You agree to indemnify and hold Finvest, its Affiliates, and their respective officers, directors, and employees harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event.

Market Volatility and Market Orders

You understand that, whether you place a order, you will receive the price at which your order is executed in the marketplace. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order. You understand that Finvest is not liable for any price fluctuations.

Tax

You acknowledge that it is your responsibility to declare and pay any income, gains, or similar to all applicable tax authorities, make any tax filings, and to pay any and all taxes, duties, or similar (“tax”) when due in all applicable jurisdictions. You undertake and warrant to Finvest that you will do so and will comply in full with all applicable tax laws and obligations to which you are subject.

Delinquent Accounts

Finvest may suspend or terminate access to the Services, including fee-based portions of the Services, for any account for which any amount is due but unpaid. In addition to the amount due for the Services, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees.

Licenses

Limited License. Subject to your complete and ongoing compliance with these Terms, Finvest grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of any mobile application associated with the Services obtained from a legitimate marketplace (whether installed by you or pre-installed on your mobile device by the device manufacturer) on a mobile device that you own or control; and (b) access and use of the Services.

License Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Services; (b) make modifications to the Services; or (c) interfere with or circumvent any feature of the Services, including any security or access control mechanism. If you are prohibited under applicable law from using the Services, you may not use it.

Feedback

We welcome your feedback, comments and suggestions. If you choose to contribute by sending Finvest or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings, 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, you hereby grant Finvest an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Services and create other products and services. Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way. We have no obligation to review, consider or implement your Feedback, or to return to you all or part of any Feedback for any reason.

Ownership; Proprietary Rights

The Services are owned and operated by Finvest. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Services (“Materials”) provided by Finvest are protected by intellectual property and other laws. All Materials included in the Services are the property of Finvest. Except as expressly authorized by Finvest, you may not make use of the Materials. Finvest reserves all rights to the Materials not granted expressly in these Terms.

Self-Directed Accounts

Finvest does not make recommendations or offer investment advice of any kind. As a self-directed investor, you are solely responsible for evaluating the merits and risks associated with the use of any content provided through the Service before making any decisions based on such content. You agree not to hold Finvest or any Third-Party Provider liable for any possible claim for damages arising from any self-directed decision you make based on the Content or other information made available to you through the Service or any Third-Party Provider websites. Past performance data should not be construed as indicative of future results

Prohibited Conduct

In addition to any other restrictions set forth in these Terms, and without limiting those restrictions, when using the Services, you agree not to (and not to attempt to or assist or permit any person to):

- Use the Services for any illegal purpose or violate any applicable federal, state, local, national, or international laws or regulations, or these Terms;
- Violate any rules, regulations or laws of the Financial Industry Regulatory Authority, Inc., the Securities and Exchange Commission, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association;
- Violate any terms and conditions of any Additional Terms, including by (i) infringing or misappropriating any third party intellectual property right, (ii) use any trademarks, service marks, design marks, logos, photographs or other content belonging to Finvest or obtained from the Services, (iii) make unauthorized copies of any content made available on or through the Services;
- Provide any false personal information to Finvest, create a false identity or impersonate another person or entity in any way or perform any fraudulent activity including claiming a false affiliation, accessing any other Services account without permission, or falsifying your age or date of birth;
- Interfere with security-related features of the Services or any user’s enjoyment of the Services, including by: (i) use any device, software or routine to interfere or attempt to interfere with the proper working of the Services, or any activity conducted on the Services, (ii) disabling or circumventing features that prevent or limit use or copying of any content, (iii) attempt to decipher, decompile, disassemble or reverse engineer any of the software or source code comprising or making up the Services except to the extent that the activity is expressly permitted by applicable law, (iv) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code, (v) disrupting any network, equipment, or server connected to or used to provide the Services, (vi) disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment or any other aspect of the Services or communications equipment and computers connected to the Services, (vii) access, tamper with

or use non-public areas of the Services, our (and its hosting company's) computer systems and infrastructure or the technical delivery systems of our providers, (viii) create a new account with Finvest, without our express written consent, if Finvest has previously disabled or suspended an account of yours, or (ix) use the Services, without Finvest's express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming, (x) gain unauthorized access to the Services, to other Users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Services, (xi) bypass any approved software through which the Services is made available, (xii) frame or link to any of the materials or information available on the Services, or (xiii) interfere with or disrupt the Services, networks or servers connected to the Services or violate the regulations, policies or procedures of those networks or servers;

- Interfere with any user's enjoyment of the Services by: (i) restrict, discourage or inhibit any person from using the Services, disclose personal information about a third person on the Services or obtained from the Services without the consent of that person, or collect information about or threaten, harass, demean, embarrass, menace or intimidate users of the Services; (ii) making any unsolicited offer or advertisement to another user of the Services, (iii) collecting personal information about another user or third party without consent, (iv) solicit, or attempt to solicit, personal information from other users of the Services, (v) use the Services to send communications to persons who have requested that you not send them communications; or
- Sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6) or any right or ability to view, access, or use any Materials

Repeat Infringer Policy

If Finvest learns of potential copyright infringement, then we will take whatever action, in its sole discretion, it deems appropriate, including, for example: (i) removing or disabling access to material that Finvest believes in good faith or upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Services; and (ii) removing any User Content uploaded to the Services by "repeat infringers." Finvest considers a "repeat infringer" to be any User that has uploaded User Content or Feedback to or through the Services and for whom Finvest has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such User Content or Feedback. We have discretion, however, to terminate the Account of any User after receipt of a single notification of claimed infringement or upon our own determination.

Procedure for Reporting Claimed Infringement.

If you believe that any content made available on or through the Services has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a "Notification of Claimed Infringement" to us. Your Notification of Claimed Infringement may be shared by Finvest with the User alleged to have infringed a right you own or control, and you hereby consent to us making such disclosure.

Communications

- Push Notifications: When you install our app on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when the app is not on. You can turn off notifications by visiting your mobile device's "settings" page.
- Email: We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

Modification of these Terms. We reserve the right to change these Terms on a going-forward basis at any time upon 7 days' notice. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication.

Indemnity

You are responsible for your use of the Service, and you will defend and indemnify Finvest and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

Modification of the Service

We reserve the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. We will have no liability for any change to the Services or any suspension or termination of your access to or use of the Services.

Investment risks

You understand the investment risks when you buy and sell through our platform. There is no guarantee that an investor will generate a return from their investment. All investments involve risks, including the loss of principal. Investors should consider their investment objectives and risks carefully before investing.

The material presented is for informational purposes only and should not be construed as investment advice. It is not a recommendation of, or an offer to sell or solicitation of an offer to buy, any particular security, strategy or investment product. Investing in securities involves risks, including the potential loss of money, and past performance does not guarantee future results. Historical returns, expected returns, and probability projections are provided for informational and illustrative purposes, and may not reflect actual future performance. Product images shown are for informational and illustrative purposes only, and may not reflect how they will actually appear within the product

Software updates

We will occasionally release software updates for the Finvest app. It's important that you understand that you're responsible for upgrading your software and maintaining the latest version of our app on your device. Failing to do so may result in you encountering content that contains out-of-date, missing, or incorrect information including, among other things, important disclosures and agreement updates. Finvest will not be responsible for any losses caused by your use of outdated software.

Disclaimers of Warranties

WITHOUT LIMITING ANY DISCLAIMER OF WARRANTIES MADE BY US IN ANY ADDITIONAL TERMS, THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. FINVEST DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. Finvest DOES NOT WARRANT THAT THE SERVICES OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND FINVEST DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES OR FINVEST ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE FINVEST ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICES AND YOUR DEALING WITH ANY OTHER SERVICES USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICES AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. FINVEST DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT FINVEST IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

Legal Disclaimer

INVESTMENTS IN SECURITIES ARE NOT INSURED OR GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) OR ANY OTHER GOVERNMENTAL AGENCY. FINVEST DOES NOT MAKE RECOMMENDATIONS OR OFFER INVESTMENT ADVICE OF ANY KIND. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS ASSOCIATED WITH THE USE OF ANY INFORMATION, MATERIALS, CONTENT, USER CONTENT, OR THIRD PARTY CONTENT (COLLECTIVELY "CONTENT") PROVIDED THROUGH THE SERVICES BEFORE MAKING ANY DECISIONS BASED ON SUCH CONTENT. AS A USER OF THE SERVICES, YOU ALONE ARE RESPONSIBLE FOR DETERMINING WHETHER ANY CONTENT, PRODUCT, SERVICE, SECURITY, OR OTHER FINANCIAL INSTRUMENT MENTIONED ON Finvest IS SUITABLE FOR YOUR PERSONAL FINANCIAL PURPOSES. PAST PERFORMANCE DATA SHOULD NOT BE CONSTRUED AS INDICATIVE OF FUTURE RESULTS. YOU SHOULD CONSIDER YOUR INDIVIDUAL INVESTMENT OBJECTIVES AND RISK TOLERANCE BEFORE INVESTING. THE CONTENT PRESENTED IS NOT INTENDED TO PROVIDE YOU OR ANYONE ELSE WITH INVESTMENT, LEGAL, TAX, INSURANCE OR ANY OTHER KIND OF PROFESSIONAL ADVICE.

YOU SHOULD CONSULT WITH A FINANCIAL, TAX OR LEGAL PROFESSIONAL FOR ADVICE REGARDING YOUR SPECIFIC FINANCIAL, TAX OR LEGAL POSITIONS AND CIRCUMSTANCES. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER Finvest NOR THE THIRD PARTY PROVIDERS MAKE ANY REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES AS TO (1) THE ACCURACY OR TIMELINESS OF ANY PRICE QUOTES; (2) THE ACCURACY, TIMELINESS, COMPLETENESS OR USEFULNESS OF ANY CONTENT MADE AVAILABLE ON THE SERVICES; OR (3) THE PRESENT OR FUTURE VALUE OR SUITABILITY OF ANY SALE, TRADE OR OTHER TRANSACTION INVOLVING ANY PARTICULAR SECURITY OR ANY OTHER INVESTMENT. ANY AND ALL CONTENT PROVIDED TO YOU IS EXCLUSIVELY FOR INFORMATIONAL, PERSONAL AND NONCOMMERCIAL ACCESS AND USE. YOU AGREE THAT ANY RELIANCE BY YOU ON ANY PRICE QUOTES, CONTENT OR USE OF THE SERVICES IS AT YOUR OWN RISK. PRICE QUOTES MAY BE DELAYED 20 MINUTES OR LONGER, ACCORDING TO THE RULES AND REGULATIONS APPLICABLE TO EXCHANGES AND THIRD PARTY PROVIDERS.

YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTAND THE DISCLAIMERS PROVIDED IN THIS SECTION. FURTHERMORE, YOU REPRESENT AND WARRANT THAT YOU WILL NOT DISCLOSE, BUY OR SELL ANY SECURITY, IN BREACH OF A FIDUCIARY DUTY OR OTHER RELATIONSHIP OF TRUST AND CONFIDENCE, WHILE IN POSSESSION OF MATERIAL, NONPUBLIC INFORMATION ABOUT THE SECURITY. YOU ASSUME ALL RISKS IN TRADES DONE VIA THE BROKERAGE SERVICE.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL FINVEST BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY FINVEST ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. THE AGGREGATE LIABILITY OF THE FINVEST ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF THE FINVEST SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO Finvest FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 17 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Dispute Resolution and Arbitration

Generally. In the interest of resolving disputes between you and Finvest in the most expedient and cost effective manner, you and Finvest agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. 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 relating to any aspect of these Terms, 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 these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND Finvest ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. Exceptions. Despite the provisions listed above,, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). Finvest’s address for Notice is: 95 Third Street, 2nd Floor, San Francisco, California, 94103. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) 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 of Arbitration is received, you or Finvest may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or Finvest must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by Finvest in settlement of the dispute prior to the award, Finvest will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) [\$10,000].

No Class Actions. YOU AND Finvest 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 Finvest 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.

Modifications to this Arbitration Provision. If Finvest makes any future change to this arbitration provision, other than a change to Finvest’s address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Finvest’s address for Notice of Arbitration, in which case your account with Finvest will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

Miscellaneous

General Terms. These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Finvest regarding your use of the Services. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these

Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

Governing Law

These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and Finvest submit to the personal and exclusive jurisdiction of the state courts and federal courts located within California. We operate the Service from our offices in California, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.

Privacy Policy

Please read the Finvest Privacy Policy on our website carefully for information relating to our collection, use, storage, disclosure of your personal information. The Finvest Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

Consent to Electronic Communications

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

Contact Information. You may contact us by by emailing us at support@getfinvest.com

Notice Regarding Apple

This Section only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Finvest only, not with Apple Inc. (“Apple”), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the Service infringe a third party’s intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple’s subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated

by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Term, Termination and Modification of the Service

Term. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service. If you violate any provision of these Terms, your authorization to access the Services and these Terms automatically terminate. In addition, Finvest may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time by contacting customer service at support@getfinvest.com

Effect of Termination

Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Finvest any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination.

Anti-money laundering

To help the government fight money laundering and the funding of terrorism, federal laws and regulations require all financial institutions to obtain, verify and record information that identifies each person who opens an account. When opening an account, Finvest is required to obtain your name, address, tax information and other information and documentation required to verify your identification. We will request to see a valid government issued form of identification evidencing nationality or residence and bearing a photograph such as a driver’s license, passport or other identifying documents. US Department of the Treasury, Securities and Exchange Commission, FINRA and NYSE regulation currently require you to provide additional information, such as net worth, annual income, occupation, employment information, investment experience and objectives, and risk tolerance.

As required by federal law, if we are unable to verify your identity, Finvest will not be able to open an account or establish a relationship with you. We reserve the right to request additional information or documentation at any time at its sole discretion. Material changes in account information should be sent in writing to support@getfinvest.com.

Consent to Electronic Communications

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

No Email Orders. Finvest will not accept any orders placed by email as the time of order placement cannot be guaranteed. All orders must be placed through the mobile app.

The Services are offered by Finvest located at 95 Third Street, 2nd Floor, San Francisco, California, 94103. You may contact us at support@getfinvest.com.