

## **Wealth Access**

### **End User Terms of Service**

These terms of service govern your use of the software and services available at [wealthaccess.com](http://wealthaccess.com) (the "Platform"). Please read these Terms of Service carefully. By using the Platform, you are confirming that you have read and understand, and agree to be bound by, these Terms of Service. If you do not agree to these Terms of Service, you may not use the Platform.

### **Platform Access**

Wealth Access, Inc. ("Wealth Access") hereby grants you permission to use the Platform as set forth in these Terms of Service, provided that: (i) your use of the Platform as permitted is solely for your personal, noncommercial use in connection with your Wealth Access Account; (ii) you will not use the Platform in any way that is unlawful, misleading, malicious, or discriminatory; (iii) you will not do anything that could disable, overburden, or impair the proper working of the Platform (such as a denial of service attack); and (iv) you will otherwise comply with the terms and conditions of these Terms of Service.

You may not:

1. access, tamper with, or use non-public areas of the Platform, Wealth Access's computer systems, or the technical delivery systems of Wealth Access's providers;
2. attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
3. interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or request-bombing the Platform;
4. impersonate or misrepresent your affiliation with any person or entity;
5. violate any local, state, national or international law or regulation;
6. transmit any material that is fraudulent, abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.

### **Wealth Access Account Requirements**

- In order to use the Platform, you will have to create an account.
- Wealth Access Accounts are only available to users age 18 and older.
- By registering with Wealth Access, you represent that you are able to form a binding contract and are not a person barred by any laws from using the Platform.
- You are not allowed to use another user's Wealth Access Account.

- When creating your Wealth Access Account, you must provide accurate and complete information. You agree to provide true, accurate, current and complete information about yourself in all required fields of the registration form. If any of your information changes, you agree to update your registration information as soon as possible. If Wealth Access suspects that your registration information is not complete, current, or accurate, or that you have otherwise violated these Terms of Service, your Wealth Access Account may be subject to suspension or termination, and you may be barred from using the Platform.
- You are solely responsible for the activity that occurs on and in your Wealth Access Account, and you must keep your password secure. You may change your password at any time by updating your account settings. In addition, you agree to immediately notify Wealth Access of any unauthorized use of your password or any other breach of security. Wealth Access cannot and will not be liable for any loss or damage arising from your failure to secure your Wealth Access Account.

### **Wealth Access Services**

You understand that Wealth Access is not providing any financial or investment advice. Wealth Access is a personal finance information management service that allows you to consolidate and track your financial information in your Wealth Access Account. Information in your Wealth Access Account may come from: (i) you; (ii) your investment advisor that you may give permission to provide information to your Wealth Access Account (but only to the extent that you authorize they may do so); or (iii) any accounts you may have that are maintained online by third party financial institutions, if you direct Wealth Access to retrieve information from those accounts. You understand and acknowledge that the information in your Wealth Access Account is only as accurate and up-to-date as the sources that provide the information. YOU ASSUME ALL RISK ASSOCIATED WITH YOUR USE OF THE PLATFORM.

### **Information from Third Party Sites**

If you direct Wealth Access to retrieve your financial information from certain third party sites, you explicitly authorize Wealth Access to act as your agent in order to receive that information on your behalf. When you enter your login and password (or other access credentials) to any third party site, you explicitly represent and warrant that you have all necessary rights to authorize your Wealth Access Account to access the information on that site on your behalf. You also authorize Wealth Access to use third party services to access your information from third party sites, in accordance with their terms of service. You understand and acknowledge that Wealth Access has no control over the accuracy of the information provided by third party financial institutions.

### **Your Content**

Your Wealth Access Account may enable you to transmit content you select to the Platform for hosting, display, and distribution via your Wealth Access Account (collectively "**Your Content**"). When you instruct your Wealth Access Account to access Your Content, you grant to Wealth Access and its affiliates, representatives, and assignees a non-exclusive, fully-paid, world-wide, transferable, royalty-free license, with the right to grant sublicenses, to display, store, transcode, transmit, reproduce, edit,

modify, create derivative works, and reuse your Your Content (or any portions or derivative works thereof) for the purposes you authorize within your Wealth Access Account.

For more information on how Your Content and personal information is stored, shared, and distributed in your Wealth Account, see the Wealth Access Privacy Policy. If you have questions not addressed by the Wealth Access Privacy Policy, please email at [info@wealthaccess.com](mailto:info@wealthaccess.com).

Wealth Access reserves the right to reject, remove or modify Your Content in its sole and absolute discretion at any time.

You represent and warrant that:

1. you own all rights in Your Content or, alternatively, you have acquired all necessary rights in Your Content to enable you to grant to Wealth Access the rights in Your Content described herein;
2. you are the individual named in your Your Content, or, alternatively, if you are an advisor who has been provided access to an individual's account, you have obtained all necessary permissions from the person named in the Content to enable your use of the Platform in accordance with these Terms of Service;
3. access by the Platform of Your Content does not infringe the intellectual property rights, privacy rights, publicity rights, or any other legal or moral rights of any third party.

You agree to keep all records necessary to establish that your Your Content does not violate any of the foregoing representations and warranties and to make such records available to Wealth Access upon Wealth Access's request.

### **Feedback**

You further agree that Wealth Access and its affiliates are free to use for any purpose whatsoever, ideas, know-how, concepts, techniques, comments, criticisms, reports, or other feedback other than Your Content ("**Feedback**"), whether oral or written, that you may send to Wealth Access or its affiliates. You acknowledge and agree that you have no expectation of compensation or confidentiality of any nature with respect to this feedback.

### **Alert Disclaimer**

You understand and agree that any alerts that you request in your account settings and that Wealth Access provides to you may be delayed or prevented for reasons that Wealth Access cannot control. Wealth Access can neither guarantee the delivery nor the accuracy of the content of any alert. You agree that Wealth Access is not 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.

### **Termination**

If you violate any of these Terms of Service, your permission to use the Platform and your Wealth Access Account automatically terminate.

### **Modifications To The Wealth Access Platform**

Wealth Access reserves the right to modify or discontinue the Platform with or without notice to you. Wealth Access shall not be liable to you or any third party should Wealth Access exercise its right to modify or discontinue the Platform.

### **Disclaimer Of Warranties**

YOU EXPRESSLY AGREE THAT USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WEALTH ACCESS AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM AND YOUR WEALTH ACCESS ACCOUNT (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT). WEALTH ACCESS AND ITS AFFILIATES MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE PLATFORM OR THE CONTENT OF ANY APPLICATIONS OR THIRD PARTY SERVICES THAT WORK WITH THE PLATFORM AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY:

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2. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE PLATFORM OR YOUR WEALTH ACCESS ACCOUNT;
3. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS OR ANY AND ALL PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN;
4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM;
5. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY; AND
6. FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE PLATFORM.

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### **Limitation Of Liability**

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WEALTH ACCESS OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF THE PLATFORM OR YOUR WEALTH ACCESS ACCOUNT.

### **Exclusions And Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Wealth Access may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Wealth Access's liability shall be the minimum permitted under such applicable law.

### **Indemnity**

You agree to indemnify, defend, and hold harmless Wealth Access, its parents, subsidiaries, affiliates, officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and costs) that such parties may incur as a result of or arising from (1) any information (including, without limitation, your Your Content, Feedback, or any other content) you (or anyone using your account) submit, post, or transmit on or through the Platform; (2) your (or anyone using your account's) use of the Platform; (3) your (or anyone using your account's) violation of these Terms of Service; or (4) your (or anyone using your account's) violation of any rights of any other person or entity, including, without limitation, any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. Wealth Access reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Wealth Access in asserting any available defenses.

### **Miscellaneous**

Without limiting the foregoing, under no circumstances will Wealth Access be held liable for any delay or failure in performance due in whole in or in part to any acts of nature, forces, or causes beyond its reasonable control. In the event that any provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions of these Terms of Service will remain in full force and effect. The failure of Wealth Access to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision.

### **Controlling Law and Jurisdiction**

These Terms of Service and any action related thereto will be governed by the laws of the State of Tennessee without regard to any conflict of laws principles or rules. The exclusive jurisdiction and venue

of any action with respect to the subject matter of these Terms of Service will be the state and federal courts located in Davidson County, Tennessee, and each of the parties hereto expressly waives any objection to and agrees to submit to jurisdiction and venue in such courts.

### **Entire Agreement**

These Terms of Service, together with the Wealth Access Privacy Policy, which is hereby incorporated by reference and any other rules or guidelines posted in connection with the Platform, are the entire and exclusive agreement between Wealth Access and you regarding the Platform and your Wealth Access Account. These Terms of Service supersede and replace any prior agreements between Wealth Access and you regarding the Platform.

### **Terms of Service Changes**

Wealth Access may, in its sole and absolute discretion, change these Terms of Service from time to time. Wealth Access will post a copy of the Terms of Service as changed on the Platform. Your continued use of the Platform after the changed terms are posted constitutes your agreement to abide by the Terms of Service as changed. If you object to any such changes, your sole recourse shall be to cease using the Platform.

If you have any questions about these Terms of Service, please contact us at [info@wealthaccess.com](mailto:info@wealthaccess.com).

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