



Ursa Terms of Use

(Version 1.0 - last revised on 6/10/2020)

Welcome to Ursa! These Terms of Use (the “**Terms**”) set forth the legally binding terms and conditions that govern your use of all websites and mobile applications linking to or posting these Terms (each a “**Platform**”) that are operated by Ursa Technologies, Inc. and Ursa Financial, LLC (collectively “**Ursa**”, the “**Company**”, “**us**”, “**our**”, and “**we**”) as well as the use of any of the investment advisory services we provide, in whole or in part, through any of our Platforms (the “**Service**”). Certain features of the Platform may be subject to additional guidelines, terms, or rules, which will be posted on the Platform in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

By accessing or using our Service or any of our Platforms, you (“you”, “your”, “Client” and “User”) signify that you have read, understood, and agree to be bound by this terms herein. You are accepting these Terms (on behalf of yourself or the entity that you represent), and you represent and warrant that you have the right, authority, and capacity to enter into these terms (on behalf of yourself or the entity that you represent). These Terms constitute a legally binding agreement between the Company and you. Please carefully read these Terms, including our Privacy Policy (www.ursavest.com/privacy) before you use our Service or access any of our Platforms. If you do not agree with all of the provisions of these terms, do not access and/or use any of our Services or Platforms. You may not access or use the Services or Platforms if you are not at least 18 years old.

We may, in our sole discretion, modify or update these Terms from time to time without notice to you by our posting a revised version of the Terms on our website at www.ursavest.com/terms. Any changes will be effective prospectively as of the date noted when the updated Terms are posted. It is your responsibility to periodically review these Terms in case of any such updates or amendments. Your continued use of the Services or Platforms after any such change constitutes your acceptance of the Terms as modified or updated. If you do not agree to any updates or modifications, you must cease using any of our Services and/or Platforms.

1. LICENSE AND ACCESS TO THE PLATFORMS

- 1.1. **Investment Advisory Terms.** Company is an investment adviser registered with the U.S. Securities and Exchange Commission (“SEC”). Company offers our Service exclusively through our Platforms. You agree to check our Platforms regularly for communications from Company and agree to provide and update your client information electronically through our Platforms. Communications through our Platforms may involve the electronic transmission to any email address you have provided to us of information that you may consider to be personal financial information, and you agree and consent to the transmission of such information.
- 1.2. **Required Client Agreements.** In order to access our Services through your Account, you must enter into all of the following: (a) an Account advisory agreement with Company and (b) a securities brokerage and custody agreement with DriveWealth, LLC (“DriveWealth”), an SEC registered broker-dealer that provides brokerage

services to Company and custody, clearing, and settlement services for your Account. In addition, you must agree to DriveWealth's Terms of Service, Privacy Policy, Account Agreement, and other Legal Disclosures. These Client Agreements, along with these Terms, collectively govern your relationship with Company with respect to the Services received through your Account.

- 1.3. **Content.** All information, data, software, materials, text, graphics, images, and other content available through our Service and/or any of our Platforms (collectively our "Content") are the property of Company or that of our suppliers or licensors. Except as otherwise provided herein, you may not use, download, upload, copy, print, display, perform, reproduce, publish, modify, transmit, or distribute any of our Content for any public or commercial purpose without our express written consent.
- 1.4. **Limitations on Use.** As a condition of accessing or using our Service or any of our Platforms, you agree to follow all these Terms and all applicable laws, rules and regulations, and to provide us with only truthful, complete and accurate information.
- 1.5. **License.** Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access any publicly available portion of any of our Platforms, and related Content available therein, solely for your own personal, noncommercial, lawful use subject to compliance with these Terms. If you set up an account by completing our registration process (see Section 3.1), subject to these Terms, Company also grants you a non-transferable, non-exclusive, revocable, limited license to use and access our Service and of any of our Platforms, and related Content available therein, solely for your own personal, noncommercial, lawful use subject to compliance with these Terms. By accessing or using our Service or any of our Platforms in any way, you acknowledge and agree to these Terms. If you do not agree with these Terms at any time, you may not continue to use any of our Service, our Platforms or our Content.
- 1.6. **Certain Restrictions.** You acknowledge and agree that the Services are licensed solely for your own business or personal use and you may not use the Services for any other purposes, without prior written authorization from Company. The rights granted to you in these Terms are subject to the following restrictions, and you shall not (a) impersonate or represent another person nor provide incorrect information about yourself; (b) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit our Service, our Platforms and/or our Content, whether in whole or in part; (c) modify, make derivative works of, disassemble, reverse compile, reverse engineer, or exploit any part of our Service, our Platforms and/or our Content; (d) access our Service, our Platforms and/or our Content in order to build a similar or competitive website, product, or service; (e) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, post or transmit any part of our Service, our Platforms and/or our Content in any form or by any means; (f) send, email, transmit or transfer to or through our Service or any of our Platforms any material or information that may violate any rights of any third party, including any copyright, trademark, privacy, or other personal or proprietary right; (g) you shall not send, email, transmit, or transfer to or through our Service or any of our Platforms any material or information that is potentially or actually unlawful, obscene, offensive, harmful, or otherwise objectionable; (h) send, email, transmit, or transfer to or through our Service or any of our Platforms any material containing viruses or any other destructive materials or data or code which may corrupt, interfere with, jeopardize, disrupt, disable, harm or otherwise impede in any

manner the operation of any computer system, hardware or software; (i) probe, scan, or test the vulnerability of our Service or any of our Platforms, or our underlying systems or network, or breach any security or authentication measures or policies without proper authorization; (j) access our Service or any of our Platforms with any data extraction, mining, scraping or other data gathering tools, or otherwise collect or scrape any of our Content from our Service or any of our Platforms without our written consent; (k) intercept or access any information transmitted to or from Company that is not intended to be received by you; (l) violate any applicable law, rule, or regulation; (m) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services or Platforms, features that prevent or restrict use or copying of any content accessible through the Services or Platforms, or features that enforce limitations on use of the Services or Platforms; (n) modify, alter, integrate, combine the Services or associated software with any other software or services not provided or approved by us; and (o) violate any policies, procedures, requirements associated with our Service or any of our Platforms that we disclose to you. Furthermore, you may not use the Services to develop, generate, transmit or store information that: (A) infringes any third party's intellectual property or other proprietary right; (B) is defamatory, harmful, abusive, obscene or hateful; (C) in any way obstructs or otherwise interferes with the normal performance of another person's use of the Services, (D) performs any unsolicited commercial communication not permitted by applicable law; and (E) is harassment or a violation of privacy or threatens other people or groups of people. Unless otherwise indicated, any future release, update, or other addition to functionality of our Service, our Platforms and/or our Content shall be subject to these Terms. All copyright and other proprietary notices on our Service, our Platforms and/or our Content must be retained on all copies thereof. You have and will obtain no rights to the Services or Platforms except for the limited rights to use the Services and Platforms expressly granted by these Terms. Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void.

1.7. **Non-Compete and Business Interference**

You recognize Company has proprietary relationships with its employees, consultants, referral sources, service providers, vendors, clients and contractors (the "Protected Parties"). During the term of this Agreement and for a period of twenty-four (24) months thereafter, whether under this Agreement, or otherwise (the "Restricted Period"), you hereby agree on behalf of yourself, and any related parties, entities or subsidiaries, that you will not, without the prior written approval of Company, directly or indirectly:

- induce, advise or counsel any Protected Parties to terminate, reduce or modify their relationship with Company,
- solicit, recruit, hire, or engage any Protected Parties, or
- otherwise interfere with or damage, or attempt to interfere with or damage, the relationship between Company and any Protected Parties.

Recognizing Company's legitimate interest in protecting its Confidential Information and Company Content, including the Services (and information contained therein), and its business, developed by Company at substantial time and expense, you covenant and agrees that, during the Restricted Period, you shall not, either directly or indirectly, alone or in partnership, as a service provider, business, employee, consultant, owner, independent contractor or otherwise, engage in

developing product functionality and/or provide services that competes with any of the features or functions of the Services.

You agree that, in addition to any other remedies that may be available, without the necessity of posting bond or proving actual damages, Company shall be entitled to seek injunctive relief against the threatened breach of this Section or the continuation of any such breach by you, without limiting any other rights and remedies to which the Company may be entitled to at law, in equity or under this Agreement.

- 1.8. **No License to Source Code.** You acknowledge that your license to our Service, any of our Platforms and/or our Content does not extend to any source code of any kind.
- 1.9. **Modification.** Company reserves the right, at any time, to modify, suspend, or discontinue the Services or Platforms (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or Platforms or any part thereof.
- 1.10. **No Support or Maintenance.** You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Services or Platforms.
- 1.11. **Errors.** The Content may contain typographical errors or other errors, inaccuracies or deficiencies, and may not be complete, accurate or up to date. We reserve the right to correct any error, deficiency, omission or inaccuracy in any Content or otherwise on any of our Platforms at any time, but we do not guarantee that any such errors, deficiencies, omissions or inaccuracies will be corrected.
- 1.12. **Upgrades.** You acknowledge that Company may from time to time issue upgraded versions of the Services or Platforms, and may automatically electronically upgrade the version of the Services or Platforms that you are using. You consent to such automatic upgrading, and agree that the terms and conditions of these Terms will apply to all such upgrades.
- 1.13. **Availability of Services.** Company will use commercially reasonable efforts to make the Services and Platforms available pursuant to these Terms except for (a) planned downtime; (b) emergency downtime; and (c) any unavailability caused by circumstances beyond our reasonable control. Company reserves the right to modify the Services from time to time and makes no guarantees as to the continuous availability of the Services or Platforms, or of any specific feature(s) or functionality(ies) of the Services or Platforms.

2. OWNERSHIP

You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in our Service, any of our Platforms, and/or our Content are owned by Company or Company's partners, licensors or affiliates. Neither these Terms, nor your access to the Services or Platforms, transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited license and access rights expressly set forth in Section 1.5. Company and its partners, licensors or affiliates reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms. Except as explicitly provided herein, nothing in these Terms

shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Content. Use of the Content for any purpose not expressly permitted by these Terms is strictly prohibited. These Terms do not provide you with title or ownership of any Services or Platforms or Content, but only a limited right to use the same solely upon the terms expressly set forth in these Terms. For the purpose of clarity, nothing provided under these Terms is to be considered a “work for hire” and Company does not convey, transfer or assign to you any right, title and interest it may have now or in the future acquire, including but not limited to all intellectual property rights. The Services contain confidential and trade secret information owned or licensed by Company, and you agree to take reasonable steps at all times to protect and maintain the confidentiality of such information.

- 2.1. **Client Materials.** You will own and maintain ownership of all of your materials and data (“**Client Materials**”). We do not claim any ownership of the Client Materials that you submit, post, or display through the Services or Platforms. Subject to the terms and conditions of these Terms, You grant Company a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display the Client Materials, only as reasonably necessary (a) to provide, maintain and improve the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law; and (d) as expressly permitted in writing by You. You represent and warrant that you have secured all rights in and to the Client Materials as may be necessary to grant this license. The Client Materials that you submit may be modified or adapted for purposes of transmission, display, or distribution over computer networks or any media formats, in order to conform to any requirements or limitations in working with such networks, services, devices or media. You retain any and all ownership rights to the Client Materials that you submit and are responsible for protecting those rights. We reserve the right at all times to remove or refuse distribution of any Client Materials on or through our Services or Platforms.
- 2.2. **Copyright Claims.** We respect the intellectual property rights of others, and we prohibit the uploading, posting, transmitting, sharing, or otherwise making available any material that violates another party's intellectual property rights. When we receive proper notification of alleged copyright infringement, we may promptly remove or disable access to any allegedly infringing material and may terminate any Account of any repeat infringer, in accordance with the Digital Millennium Copyright Act ("DMCA"). If you believe any of the material on any of our Platforms infringes a copyright owned or controlled by you, you may file a notification of such infringement with our Designated Copyright Agent who can be reached at help@ursavest.com. Please include the following information with your notification: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description in sufficient detail of the copyrighted work or intellectual property that you claim has been infringed upon; (c) a description of where the material that you claim is infringing is located on our Platform; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

3. ACCOUNT, OTHER AGREEMENTS AND ADDITIONAL TERMS

- 3.1. **Account Creation.** In order to use our Service, you must register for an account (“**Account**”) on any of our Platforms and provide certain information about yourself as prompted by the account registration process which includes you entering into all of the required client agreements listed in Section 1.2 below (each a “Client Agreement”). If any provision of a Client Agreement conflicts with any provision of these Terms, the provision of such Client Agreement shall control and take precedent. To register for an account to use the Service, you must establish a user ID and password, and provide us with the information requested during the registration process, including without limitation: (a) information about you (such as first and last name, email address, mailing address, telephone number, date of birth, social security number, country of citizenship, employer name, employment status, and job position), (b) information about your investment preferences (such as your risk tolerance, investment experience, time horizon, and liquidity needs), and (c) information about your banking relationship. You represent and warrant that: (a) all required registration information you submit is current, truthful and accurate; (b) you agree to maintain and promptly update your Account information as necessary to maintain its accuracy. You agree to keep your User ID and password confidential and to not share such information with anyone else. You may control your Account and how you interact with the Services by changing the settings in your Account. You may delete your Account at any time, for any reason, by following the instructions on the applicable Platform.
- 3.2. **Account Responsibilities.** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities, fees, and charges that occur under your Account by any person. You agree to immediately notify Company at help@ursavest.com of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You further agree that you will remain liable for any fees and charges incurred through your Account during any period before you notify us of any such unauthorized access to or use of your account.
- 3.3. **Electronic Document Access.** You will use DriveWealth’s application program interface (“API”) and our Platforms to access the electronically stored copies of Client Agreements and other documents and communications related to your Account. You do not object to and will not challenge the enforceability or use of the electronically stored copies of the Client Agreements.
- 3.4. **Required Disclosures.** Before you enter into these Terms and the Client Agreements, you agree to read the disclosures regarding the Services described in the Ursa Financial Wrap Fee Program disclosure involving discretionary investment advisory services sponsored by Company (www.ursavest.com/legal). You also agree to read the Client Agreements carefully before you agree to them (www.ursavest.com/legal), as they have the same legal effect as signing a paper version of these agreements. You understand that the Client Agreements may be modified, and agree to check the Platforms for any such updates. By accessing and continuing to use your Account after any such modification, you agree to all of the terms and conditions, as modified from time to time, of these Terms and the Client Agreements. If any material change is made that directly impacts your use of the Services, Company will also provide you with email notification of such changes.

3.5. **Consent to Electronic Delivery.** By setting up an Account and providing Company with your e-mail address, you consent to our using your email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Services and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your Account settings page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers. It is your responsibility to update or change the e-mail address registered with Company, as appropriate. If you become aware of any unauthorized use of your information, please contact Company. Further, by registering with Company you are aware and consent that electronic signatures and electronic documents will be used instead of paper documents. For contractual purposes, you consent to receive communications from us in an electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. You agree and are giving consent to electronic delivery of all communications which includes, but is not limited to, all current and future account statements, trade confirmations, notices, disclosures, regulatory communications (including prospectuses, proxy solicitations and privacy notices) and other information, documents, data and records regarding your Account and all Services Company delivered or provided to you by Company. Your consent will be effective immediately and will remain in effect until either Company or you revoke it. You understand that it may take up to three days to process a revocation of consent to electronic communications and you may receive electronic notifications in the interim. You may revoke or restrict consent to electronic delivery of Company communications at any time by notifying Company. You have the right to request paper delivery of any communication that the law requires Company to provide in paper form. If you revoke or restrict consent to electronic delivery, Company, at its discretion, may charge a service fee for the delivery of communications that would otherwise be delivered electronically, restrict your account, or close your account and terminate access to Company.

4. FEES

- 4.1. **Fees.** In consideration for the Services provided by Company, you agree to pay such compensation as described further in your Advisory Agreement (“Fees”).
- 4.2. **Billing Policies.** Certain aspects of the Services may be provided for a set fee, monthly or annual subscription, or other charge. You agree to the pricing and payment Terms as we may update them from time to time. Company may add new services for additional fees and charges, or add or amend fees and charges for existing services, at any time in its sole discretion. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to you or at the end of your current subscription.
- 4.3. **Taxes.** Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “Taxes”). You will be responsible for paying all Taxes associated with Your purchases, except for those taxes based on Company’s net income.

5. PRIVACY AND SECURITY

We care about your privacy. We collect information about you through our Platforms. By using our Service or any of our Platforms, you consent to the collection, processing and storage of your personal information as described in our Privacy Policy (www.ursavest.com/privacy). Our Privacy Policy is incorporated into and made a part of these Terms by this reference. The Privacy Policy does not cover the information practices exercised by any third parties that Company does not own or control.

Company cares about and takes very seriously the integrity and security of your personal information. We take commercially reasonable administrative, physical and electronic measures designed to safeguard and protect the Services, Client Materials, Platforms and Content, materials and data therein from unauthorized access, use, modification, deletion and/or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

6. REPRESENTATIONS AND WARRANTIES

You represent and warrant that: (i) You have the power, right and authority to enter into these Terms, and are capable of forming a binding contract; (ii) you will use the Services and Platforms for lawful purposes only and in accordance with these Terms and all applicable laws, regulations and policies; (iii) you own or have sufficient rights in and to the Client Materials you submit through the Services to grant the licenses set forth in these Terms with respect to such content to Company, that any use by Company of such Client Materials as contemplated in these Terms will not infringe on the rights of any third party or violate any applicable laws or regulations, and that such content shall not (a) violate any laws or regulations or any rights of any third parties, including but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade dress, trade secret, music, image or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or publicity rights, moral or otherwise, or rights of celebrity, or any other right of any person or entity; (b) contain any material that is unlawful, fraudulent, threatening, defamatory, obscene, profane or hateful or (c) contain any disabling codes or instructions, or any viruses, worms, Trojan horses or other contaminants.

You further represent and warrant that you will not share your log-in ID or password or any of the information contained within the Company Services with any third party whatsoever without the explicit written permission of Company. For the purpose of clarity, this includes providing access to, or allowing, third parties to log-in through your account, as well as copying and sharing reports and/or contact's emails, names or phone numbers, with any other individual, business, marketing or survey company. You agree that you alone will be responsible for paying Company and other related parties, any damages, losses, penalties and costs whatsoever related to a breach by you of this section.

Company represents and warrants that: (i) the Services shall materially perform as set forth in any descriptions or specifications provided by Company to you, and (ii) the Services will not infringe the intellectual property rights of third parties.

7. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Company (and its officers, directors, employees, affiliates and agents), from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees), due to or arising out of (a) your use of and access to the Services or any of our Platforms, including any Client Materials transmitted or received by you, (b) your violation of any Term of these Terms, (c) your negligence or misconduct; or (viii) any other party's access and use of the Services with your unique username, password or other appropriate security code, or (d) your violation of applicable laws or regulations. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. Notwithstanding anything to the contrary herein, your obligations in this section do not apply to any claims, damages, obligations, losses, liabilities, costs, penalties, fees, or expenses of any kind to the extent arising from any act or omission of Company or any of our affiliates.

8. THIRD-PARTY LINKS & ADS

The Platforms may contain links to third-party websites and services (each a "**Third-Party Links**"). Such Third-Party Links are not under the control of Company, and Company is not responsible for any Third-Party Links. Company provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

You acknowledge and agree that Company shall not be responsible for any content, products, services, advertising, information, availability or use of any information or other content offered through any Third-Party Link. In no event shall Company be directly or indirectly liable to anyone for any losses or damages in connection with any information or content accessed through, or any transactions entered into with or by, any Third-Party Link.

9. DISCLAIMERS, RELEASE, LIMITATIONS ON LIABILITY

9.1. **DISCLAIMERS**

OUR SERVICES, PLATFORMS, AND CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON THE SERVICES OR THE INFORMATION CONTAINED THEREIN, INCLUDING INACCURATE OR INCOMPLETE INFORMATION., TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, PLATFORMS AND CONTENT ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. COMPANY, ITS LICENSORS AND AFFILIATES DO NOT WARRANT

THAT THE SERVICES, PLATFORMS, OR CONTENT WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE AT ANY GIVEN TIME AND ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

YOUR ACCESS TO AND USE OF OUR SERVICE, OUR PLATFORMS, AND OUR CONTENT ARE AT YOUR OWN RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE, OR ANY LOSS OF DATA, RESULTING FROM YOUR ACCESSING OR USING THE SERVICES, PLATFORMS OR CONTENT. YOUR SOLE AND EXCLUSIVE REMEDY FOR ISSUES RELATING TO YOUR USE OF THE SERVICES, PLATFORMS OR CONTENT, IS TO DISCONTINUE YOUR USE OF THEREOF.

FURTHERMORE AND WITHOUT LIMITATION, COMPANY DOES NOT WARRANT THAT THE USE OF THE SERVICES, PLATFORMS OR CONTENT WILL RESULT IN ANY PARTICULAR RESULTS. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCTS OR SERVICE SADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF SUCH THIRD PARTY PRODUCTS OR SERVICES.

COMPANY MAY ALTER, SUSPEND, ADD TO, OR DISCONTINUE THE SERVICES IN WHOLE OR IN PART AT ANY TIME FOR ANY REASON, WITHOUT NOTICE OR COST. COMPANY ASSUMES NO RESPONSIBILITY FOR YOUR ABILITY TO (OR ANY COSTS OR FEES ASSOCIATED WITH YOUR ABILITY TO) OBTAIN ACCESS TO THE SERVICES. COMPANY DOES NOT ASSUME ANY LIABILITY FOR THE FAILURE TO STORE OR MAINTAIN ANY CLIENT MATERIALS, COMMUNICATIONS, ACCOUNT INFORMATION, OR PERSONAL SETTINGS. BY HAVING ACCESS TO THE SERVICES OR PLATFORMS, YOU AGREE THAT COMPANY OR ITS PARTNERS MAY PLACE ADVERTISEMENTS ON THE SERVICES OR PLATFORMS. THE TYPES OF ADVERTISEMENTS ARE SUBJECT TO CHANGE. THE SERVICES MAY BECOME UNAVAILABLE DUE TO MAINTENANCE OR MALFUNCTION OF COMPUTER EQUIPMENT, SERVERS, OR OTHER REASONS.

YOU AGREE THAT COMPANY HAS MADE NO AGREEMENTS, REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THESE TERMS.

THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, PLATFORMS, AND/OR CONTENT, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

- 9.2. **Release.** You hereby release and forever discharge Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or

indirectly out of, or that relates directly or indirectly to, our Platforms (including any interactions with, or act or omission of, other Platform users or any Third-Party Links). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

9.3. **LIMITATION ON LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, OUR SERVICES, ANY OF OUR PLATFORMS, AND/OR OUR CONTENT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, OUR SERVICES, PLATFORMS, AND CONTENT IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU ACKNOWLEDGE AND AGREE THAT THE FEES AND OTHER CHARGES WHICH COMPANY IS CHARGING UNDER THESE TERMS DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY COMPANY OF THE RISK OF YOUR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

Subject to this Section and your Client Agreements, these Terms will remain in full force and effect while you use the Services or Platforms. Company may restrict, suspend or terminate your access and rights to use our Services and Platforms at any time for any reason at our sole discretion, including for any violation of these Terms. In the event that we suspend or terminate your access to and/or use of the Services and/or Platforms, you will continue to be bound by the Terms that were in effect as of the date of your suspension or termination. Upon termination, your Account and your right to use the Services and Platforms will automatically terminate. Upon any such termination, you must destroy any of our Content obtained from our Services and Platforms and all copies thereof. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account. Even after your rights under these Terms are terminated, provisions relating to the following of these Terms will remain in effect: our platforms security, prohibited activities, copyrights, trademarks, user submissions, disclaimer, limitation of liability, indemnity, and jurisdictional issues.

11. GOVERNING LAW

Any claim, dispute or cause of action arising from these Terms or any use of our Service, any of our Platforms, or any Content ("**Dispute**") shall be governed and construed in accordance with the laws of the State of California, without reference to any conflicts of law provisions therein.

12. DISPUTE RESOLUTION.

Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and Company have against each other are resolved. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. You and Company agree that any claim or dispute that has or may arise between us will be resolved in accordance with the provisions set forth in this Section.

- 12.1. **Arbitration.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms herein. Unless otherwise agreed to, all arbitration proceedings shall be held in English. These Arbitration terms apply to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.
- 12.2. **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("**Notice**") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be emailed to Company at help@ursavest.com. After the Notice is received, you and the Company may

attempt to resolve the claim or dispute informally. In the unlikely event that you and the Company do not resolve the claim or dispute and any other Dispute we raise within sixty (60) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

- 12.3. **Arbitration Rules.** Arbitration shall be conducted on a confidential basis and initiated through the American Arbitration Association (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“**Arbitration Rules**”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than ten thousand U.S. dollars (\$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is ten thousand U.S. dollars (\$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within San Francisco County unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.
- 12.4. **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- 12.5. **Time Limits.** If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.
- 12.6. **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge

in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

- 12.7. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- 12.8. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE ARBITRATION TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
- 12.9. **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce these Terms, to enforce an arbitration award, or to seek injunctive or equitable relief.
- 12.10. **Small Claims Court.** Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court in San Francisco County, California.
- 12.11. **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under these Terms.
- 12.12. **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration section.
- 12.13. **Courts.** In any circumstances where the foregoing Arbitration Terms permit the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Francisco County, California, for such purpose.

13. GENERAL

- 13.1. **Changes.** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an in-app notification, sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Platforms. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable

of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Platforms. These changes will be effective immediately for new users of our Platforms. Continued use of our Platforms following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

- 13.2. **Export.** Our Platforms may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.
- 13.3. **Interpretation.** If any provision of these Terms is found by a court of competent jurisdiction or arbitrator to be invalid or inapplicable, Company and you nevertheless agree that the court or arbitrator should endeavor to give effect to our intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.
- 13.4. **Disclosures.** Company is located at the address in 333 1st Street N907, San Francisco, CA 94105. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814 or by telephone at (800) 952-5210.
- 13.5. **Electronic Communications.** The communications between you and Company use electronic means, whether you use any of our Platforms or send us emails, or whether Company posts notices on our Platforms or communicates with you via email or in-app notifications. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.
- 13.6. **Entire Agreement.** These Terms, the Privacy Policy and the Client Agreements constitute the entire agreement (“Agreements”) between you and us regarding the use of the Services or Platforms. Our failure to exercise or enforce any right or provision of these Agreements shall not operate as a waiver of such right or provision. The section titles in these Agreements are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Agreements is, for any reason, held to be invalid or unenforceable, the other provisions of these Agreements will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. You and Company are independent parties, and neither party is an agent or partner of the other.
- 13.7. **Assignment.** These Agreements, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without

Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Agreements shall be binding upon assignees.

- 13.8. **For Use in the United States Only.** Our Service and our Platforms are intended only for natural persons who are citizens or other lawful residents of the United States of America, including any of its territories or possessions (collectively, the "U.S."), and who are located in the U.S. We do not intend to and do not offer the Services outside the U.S. All information, content and materials provided through the Services are solely directed to individuals, companies or other entities located in the U.S. We control and operate our Service and our Platforms from our offices in the U.S., and all information in connection therewith is processed within the U.S. We do not represent that any material on our Platforms are appropriate or available for use in locations other than the U.S. Those who choose to access our Platforms from outside the U.S. do so voluntarily and are responsible for compliance with their local laws.
- 13.9. **Feedback.** We may use any reports, comments, ideas and suggestions in any form regarding the Services or Platforms that you provide to us (collectively, the "Feedback"). You grant us a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate and use the Feedback in connection with any products and services.
- 13.10. **Survival.** You acknowledge and agree that all indemnification, confidentiality, intellectual property, governing law, dispute resolution, enforceability/injunctive relief, limitation of liability and other provisions which by their terms contemplate survival shall survive the termination or expiration of these Terms regardless of the cause of such termination.
- 13.11. **Force Majeure.** Company shall not be liable for any delay or failure to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of such party. Such causes shall include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays in receiving required responses or support or requirements as needed from you hereunder.
- 13.12. **Copyright/Trademark Information.** Copyright © 2020 Ursa Technologies, Inc. All rights reserved. All trademarks, logos and service marks ("Marks") displayed on the Services or Platforms are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.
- 13.13. **Contact Information.** If you have any question about our Terms of Service, Privacy Policy, the Service, or any of our Platforms, please contact us at help@ursavest.com.