

Terms of Use

1. Overview

This Agreement (“Agreement”) between Fusion Analytics Software Development Partners, LLC (“FusionIQ” or “we” throughout) and you (“Customer,” “User,” or “You” throughout) states the terms and conditions of your use of the FusionIQ website and mobile application and any related services (the “Services”). In the case of any conflict between this Agreement and an agreement for a particular service or feature, the service or feature agreement will prevail. For the sake of clarity “you” refers to any joint account owners as well. By using or accessing the [FusionIQ website or mobile application] and the Services, you accept and agree to be bound by each and every term herein. In addition, by continuing to use the Services, you agree to any amendments, changes or modification of these terms and conditions. You agree to use FusionIQ and the Services only in accordance with this Agreement.

2. Services and Responsibilities of User

You shall be the only authorized user of the Services under this Agreement and shall only use FusionIQ and the Services for your personal, non-commercial purposes. You agree not to re-disseminate any information obtained under this Agreement, or any content made available to you through FusionIQ or the Services in any manner to third parties without the expressed prior written consent of FusionIQ.

You shall be responsible for the confidentiality and use of your password(s) and other security data, methods and devices. You shall be solely responsible for all orders electronically transmitted, or use of any data, information, or services obtained, using your password(s) and other security data. You agree that you will not share your password(s) and other security data, methods, and devices with any other person.

You accept full responsibility for the monitoring of your account. You agree that FusionIQ shall not be under a duty to inquire as to the authority or propriety, including the suitability, of any instructions

given to FusionIQ by you, and shall be entitled to act upon any such instructions, and that FusionIQ will not be liable for any loss, cost, expense, or other liability arising out of any such instructions. You agree that the FusionIQ website and mobile application and the Services are the proprietary property of FusionIQ and/or third parties from which FusionIQ has obtained rights.

The Services made available to you are securities trading capabilities through FusionIQ that generally allow you to access your account and enter orders to buy and sell certain securities.

FusionIQ does not act as an underwriter, placement agent (on a private placement or other basis), or market maker. FusionIQ does not originate or publish securities research.

Any securities data provided is intended for trading reference purposes FusionIQ makes no guarantees that information supplied is accurate, complete, or timely, and does not provide any warranties regarding results obtained from its use.

3. Electronic Communications

FusionIQ will primarily communicate with you through the mobile app, its website and email. You must have a valid email address or valid SMS (Short Message/Messaging Service) to have a FusionIQ account. If your email address and SMS are both invalid or become invalid, then your access to the Services may be suspended.

This Account is intended for users who agree to communicate with us electronically. This means that our communications with you will be delivered to you electronically rather than by U.S. Mail. For us to do this, you must hereby consent to receiving communications electronically. You agree that all documents will be delivered to you electronically, that these documents may contain information regarding your personal financial matters ("Personal Financial Information"), and you consent to the delivery of such documents and Personal Financial Information by email or through the mobile app. Your consent is effective until you receive notice to the contrary from us. You can update your personal

information or contact us through the mobile app.

4. User Consent

You recognize that your use of FusionIQ's mobile app and website and the Services may involve the transmission to you of information that may be considered personal financial Information, including but not limited to the identity and number of shares that you trade and the net dollar price for the shares.

You consent to the transmission by electronic means of such information through FusionIQ's mobile app and website and the Services; such consent shall be effective at all times that you use the Services.

If you use a Service, you agree and consent to receive FusionIQ's privacy notices or policies electronically, and to such end FusionIQ and its affiliates may post privacy notices or policies on the irrespective Web sites.

5. Error Notification

You understand that all trade orders placed through the Services are at your sole risk and responsibility.

You further understand that quotes, order executions, and execution reports could be delayed. During periods of heavy trading or volatility, quotes that are provided as "real time" may be stale — even if they appear not to be — and you may not receive every quote update. Security prices can change dramatically during such delays, and order execution may be delayed or unavailable.

If you attempt to cancel an order, you understand that there is no guarantee that an open order can be canceled, in whole or in part. If you wish to replace an order that you have attempted to cancel, you agree to confirm your original order is canceled before creating the replacement order. You will not rely on a receipt of your cancellation order; as that order may have arrived too late for FusionIQ to act on.

6. Market Data

You acknowledge that quotes, order executions, and execution reports could be delayed. You understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data (including without limitation real-time quotes) it furnishes to the parties that disseminate the data. You also understand that neither FusionIQ nor any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, or completeness of market data or any other market information, or messages disseminated by any party. FusionIQ shall not be liable in any way, and you agree to indemnify and hold harmless FusionIQ from and against any and all claims, demands, actions, losses, damages, liability, or costs, charges, counsel fees, and expenses of any nature (“Losses”) arising from or occasioned by (a) any inaccuracy, error, or delay in, or omission of, (i) any such data, information, or message or (ii) the transmission or delivery of any such data, information, or message, or (b) any Losses arising from or occasioned by (i) any such inaccuracy, error, delay, or omission, (ii) nonperformance, or (iii) interruption of any such data, information, or message, due either to any act or omission by FusionIQ or any other disseminating party or to any “force majeure” (i.e., flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, pandemic, insurrection, riot, labor dispute, accident, action of government, communications, or power failure, equipment, or software malfunction) or any other cause beyond the reasonable control of any disseminating party. You understand that the terms of this Agreement may be enforced directly against you by the national securities exchanges and associations providing market data to you. FusionIQ reserves the right to limit the number of free real-time quotes, including those provided through the Services.

You understand that you must use caution when placing orders because the price of securities may change sharply during the trading day or after-hours. Also, you understand that during periods of heavy

trading or volatility, the quotes provided as "real time" may not reflect current market prices or quotes.

In addition, when quotes are rapidly changing, each quote update may not be reported to you. You

represent and agree that the following statements are and will continue to be true for so long as

you have access to the Services: (a) You will not use any information or market data provided by a

national securities exchange or association in connection with any professional or commercial activities,

and you agree to notify us if you intend to do so and to pay any additional charges in connection

therewith; and (b) You will not use the Services in conjunction with any business as a broker-dealer,

investment advisor, futures commission merchant, commodities introducing broker, or commodity

trading advisor, member of a securities exchange or association or futures contract market, or an

owner, partner, or associated person of any of the foregoing; and (c) if you are employed by a bank or

insurance company or an affiliate of either you will not perform functions related to securities or

commodity futures trading activity, except with respect to your personal account(s) with FusionIQ.

7. Notice of Business Continuity Plan

FusionIQ is committed to providing continuous customer service and support; however, we recognize

that there are potential risks that could disrupt our ability to serve you. We are confident that we have

taken the necessary steps that will allow us to reduce or eliminate the impact of a business disruption.

FusionIQ recognizes the responsibility we have to our customers. We have implemented a business

continuity management program with a strong governance model and commitment from senior

management. Our continuity program's primary objectives are to meet the needs of our customers,

maintain the wellbeing and safety of our employees and meet our regulatory obligations. The planning

process is risk-based and involves the understanding and prioritization of critical operations across the

firm, the anticipation of probable threats, and the proactive development of strategies to mitigate the

impact of those events.

Our continuity planning teams work closely with appropriate officials in the event of an outage impacting our operations. Additionally, FusionIQ has identified three large scale scenarios that require particular focus: pandemics, events impacting stock market operations, and cyber events. Detailed response plans have been developed and cross-discipline teams have been trained to address both day-to-day disruptions as well as these specific events.

FusionIQ has developed the capabilities to recover both operations and systems. All continuity plans are designed to account for disruptions of various lengths and scopes, and to ensure that critical functions are recovered to meet their business objectives. Critical business groups operate from multiple sites. Dedicated teams within our technology organizations ensure that critical applications and data have sufficient redundancy and availability to minimize the impact of an event. Key components of FusionIQ's continuity and technology recovery planning include:

- Alternate physical locations and preparedness;
- Alternative means to communicate with our customers;
- Back-up telecommunications and systems; and
- Employee safety programs.

Plans are tested regularly to ensure they are effective should an actual event occur. FusionIQ's Business Continuity Plans are reviewed no less than annually to ensure the appropriate updates are made to account for operations, technology, and regulatory changes.

8. Incorporation of Other Agreements

You understand that your use of the Services is subject to the terms of any license agreements that may be included in the Services, and that your use of the Services may be subject to license or usage terms posted online by FusionIQ. You agree to be bound by the terms of such license agreements, including without limitation the prohibitions on distribution and copying, and the exclusion of all representations

and warranties.

9. Security

To the extent that the Services use Internet, wireless or related electronic or telephonic services to transport data or communications, FusionIQ will take reasonable security precautions, but FusionIQ disclaims any liability for interception of any such data or communications. FusionIQ shall not be responsible for, and makes no warranties regarding, the access, speed, or availability of such services.

10. Modification & Termination

You agree that FusionIQ may modify, change, or discontinue the Services in whole or in part, at any time. You agree that FusionIQ may immediately terminate its provision of the Services to you if you breach this Agreement or the FusionIQ Customer Agreement, into which this agreement is fully incorporated, if you have jeopardized the proper and efficient operation of the Services, or if you engage in activity which is contrary to FusionIQ's policies. Any unauthorized use of the Services, whatsoever, shall result in automatic termination of this Agreement.

Any modification, change, or notification of termination will be made by FusionIQ in writing. FusionIQ may send such written communication by mail or electronic means.

11. Limitation of Liability & Disclaimer of Warranties

Any liability arising out of the Services for which FusionIQ is determined to be responsible shall be limited to an amount equal to the benefit which would have resulted from the transaction during the time periods in which you should have acted.

Additionally, you understand that FusionIQ will not be responsible for the accuracy, completeness, timeliness or use of any information received by it or received by me through [the FusionIQ website or app] and the Services and that FusionIQ does not make any warranty concerning such information.

You understand that all orders placed through [the FusionIQ website or app] and the Services are at

your sole risk and responsibility. You agree that neither FusionIQ nor any third party working with FusionIQ to provide the Services shall be responsible for any damages caused by communications line failure, unauthorized access, theft, systems failure, and other occurrences beyond its reasonable control. You agree to provide all equipment to access [the FusionIQ website] and the Services and you will be solely responsible for paying all charges related thereto.

You expressly acknowledge and agree that the use and storage of any information, including without limitation, transaction activity, account balances, and any other information or orders available through use of [the FusionIQ website] and the Services is at your sole risk and responsibility. NEITHER FUSIONIQ NOR ANY THIRD PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF [THE FUSIONIQ WEBSITE, APP] OR THE SERVICES OR ANY INFORMATION PROGRAMS OR PRODUCTS OBTAINED FROM, THROUGH, OR IN CONNECTION WITH [THE FUSIONIQ WEBSITE, APP] AND THE SERVICES. IN NO EVENT WILL FUSIONIQ OR ANY THIRD-PARTY BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN OR USE OF [THE FUSIONIQ WEBSITE, APP] OR THE SERVICES.

12. Entire Agreement and Choice of Law

You acknowledge that this Agreement and the Customer Agreement into which this agreement is incorporated constitutes the entire agreement between FusionIQ and you with respect to its subject matter. This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts, except with respect to conflicts of law, and shall inure to the benefit of FusionIQ's successors and assigns, whether by merger, consolidation, or otherwise. If a court of competent jurisdiction shall deem any provision unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.