

STACKWELL MOBILE APP TERMS OF SERVICE

Date of Last Revision: January 3, 2022

Acceptance of These Terms of Service

Stackwell Capital, Inc. and Stackwell Capital Advisers, LLC (“Stackwell,” “we,” “us,” or “our”) provides our services (described below) and related content to you through our mobile applications (including any updated or new features, functionality and technology in our mobile applications) (the “Mobile App”). All access and use of the Mobile App is subject to the terms and conditions contained in these Terms of Service (as amended from time to time, these “Terms of Service”). By accessing, browsing, or otherwise using any aspect of the Mobile App, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not accept the terms and conditions of these Terms of Service, you will not access, browse, or otherwise use the Mobile App.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms of Service were last revised. You may read a current, effective copy of these Terms of Service under the “Legal Documents — Terms of Service” section of our Mobile App. We will also notify you of any material changes, either through the Mobile App user interface, a pop-up notice, email, or through other reasonable means. Your continued use of the Mobile App after the date any such changes become effective constitutes your acceptance of the new Terms of Service. You should periodically visit this page to review the current Terms of Service so you are aware of any revisions. If you do not agree to abide by these or any future Terms of Service, you will not access, browse, or use (or continue to access, browse, or use) the Mobile App.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST STACKWELL ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

Your Privacy: At Stackwell, we respect the privacy of our users. For more information please see our Privacy Policy under the Legal Documents — Privacy Policy section of our Mobile App (the “Privacy Policy”). By using the Mobile App, you consent to our collection, use and disclosure of personal data and other data as outlined therein.

Additional Terms: In addition, when using certain features through the Mobile App, you will be subject to any additional terms applicable to such features that may be posted on or within the Mobile App from time to time. All such terms are hereby incorporated by reference into these Terms of Service.

Access and Use of the Mobile App

Mobile App Description: Our Mobile App provides you with automated investment portfolios based on your investment objectives and risk profile, in-app investment educational content and tools to

guide you towards smarter financial and investment decision-making. You can also use our Mobile App to link with your third-party financial institutions and execute transactions for the exchange traded funds, or ETFs that are used to construct the investment portfolios.

Your Registration Obligations: You will be required to register with Stackwell or provide information about yourself (*e.g.*, name and email address) in order to access and use certain features of the Mobile App. If you choose to register for the Mobile App, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Mobile App's registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 18 years of age, you are not authorized to use the Mobile App, with or without registering.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account details, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Stackwell of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Mobile App. Stackwell will not be liable for any loss or damage arising from your failure to comply with this paragraph.

Modifications to Mobile App: Stackwell reserves the right to modify or discontinue, temporarily or permanently, the Mobile App (or any part thereof) with or without notice. You agree that Stackwell will not be liable to you or to any third party for any modification, suspension or discontinuance of the Mobile App.

General Practices Regarding Use and Storage: You acknowledge that Stackwell may establish general practices and limits concerning use of the Mobile App, including the maximum period of time that data or other content will be retained by the Mobile App and the maximum storage space that will be allotted on Stackwell's or its third-party service providers' servers on your behalf. You agree that Stackwell has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Mobile App. You acknowledge that Stackwell reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Stackwell reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Conditions of Access and Use

Competitors: No employee, independent contractor, agent, or affiliate of any competing securities trading company is permitted to view, access, or use any portion of the Mobile App without express written permission from Stackwell. By viewing, using, or accessing the Mobile App, you represent and warrant that you are not a competitor of Stackwell or any of its affiliates, or acting on behalf of a competitor of Stackwell in using or accessing the Mobile App.

Fees: Stackwell reserves the right to require payment of fees for certain features of the Mobile App. Should you elect to subscribe to such features, you shall pay all applicable fees, as described on the Mobile App in connection with such features. Stackwell reserves the right to change its pricing and to institute new charges at any time, upon ten (10) days prior notice to you, which may be sent by email or posted on the Mobile App. Use of the Mobile App by you following such notification constitutes your acceptance of any new or increased charges.

Third-Party Account Access: Through the Mobile App, you may direct Stackwell to retrieve certain information maintained online by third-party financial institutions or providers with which you have a customer relationship, maintain accounts or engage in financial transactions ("Account

Information”). You agree to provide your username, password, PIN and other log-in information and credentials necessary to access your account with such institutions or providers (“Access Information”), and you hereby grant Stackwell permission to use the Access Information and Account Information for the purposes contemplated by these Terms of Service.

By using the Mobile App, you expressly authorize Stackwell to access, store and use your Account Information maintained by identified third parties, on your behalf as your agent. You hereby authorize Stackwell to store and use your Access Information to accomplish the foregoing and to configure the Mobile App so that it is compatible with the third party sites for which you submit Account Information. This may include, without limitation, monitoring your usage (including the location of relevant clicks and links) of such third party sites (when accessed through the Mobile App) solely to facilitate such compatibility and our contemplated access to your relevant Account Information in connection with the Mobile App. For purposes of this Agreement, you grant Stackwell a limited power of attorney, and appoint Stackwell as your attorney-in-fact and agent, to access third party sites using Access Information, and to retrieve, store and use your Account Information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person solely in connection with Stackwell’s provision of the Mobile App. **YOU ACKNOWLEDGE AND AGREE THAT WHEN STACKWELL ACCESSES AND RETRIEVES ACCOUNT INFORMATION FROM THIRD PARTY SITES, STACKWELL IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY.**

You acknowledge and agree that the foregoing does not imply sponsorship or endorsement by any third party services accessible through the Mobile App. You represent and warrant that neither the foregoing (or anything else in these Terms of Service) nor your use of the Mobile Apps will violate any agreement or terms to which you are subject, including without limitation, those with respect to any third party site or service.

Refunds and Cancellations: Payments made by you hereunder are final and non-refundable, unless otherwise determined by Stackwell. You may cancel your subscription online by emailing us at: support@stackwellcapital.com.

Commercial Use: Unless otherwise expressly authorized herein or in the Mobile App, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purposes, any portion of the Mobile App, use of the Mobile App, or access to the Mobile App.

Mobile Services and Software

Mobile Services: The Mobile App is available via a mobile device, including (i) the ability to browse the Mobile App from a mobile device, and (ii) the ability to access certain features and content through Mobile Apps (collectively, the “Mobile Services”). Your wireless service carrier’s standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Stackwell and other entities by SMS, MMS, text message, or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Stackwell account information to ensure that your messages are not sent to the person that acquires your old number.

Mobile App License: Subject to these Terms of Service, Stackwell hereby grants to you a

limited, revocable, non-exclusive, non-transferable, non-sublicensable license to (a) install the Mobile App on one mobile device and (b) use the Mobile App for your own personal use solely to access and use the Mobile App. For clarity, the foregoing is not intended to prohibit you from installing the Mobile App on another device on which you also agreed to these Terms of Service. Each instance of these Terms of Service that you agree to in connection with downloading a Mobile App grants you the aforementioned rights in connection with the installation and use of the Mobile App on one device.

Ownership; Restrictions: The technology and software underlying the Mobile App or distributed in connection therewith are the property of Stackwell, its affiliates, and its licensors (including the Mobile Apps, the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Stackwell.

Special Notice for International Use; Export Controls: Stackwell is headquartered in the United States. If you access or use the Mobile App from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. Software available in connection with the Mobile App and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Mobile App or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

Third-Party Distribution Channels: Stackwell offers Software that may be made available through the Apple App Store, the Google Play Store, or other distribution channels (“Distribution Channels”). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third-party products and services in connection with your use of the Mobile App, you agree to comply with all applicable terms of any agreement for such third-party products and services.

Apple-Enabled Software: With respect to the Mobile Apps that are made available for your use in connection with an Apple-branded product (the, “Apple-Enabled Software”), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- Stackwell and you acknowledge that these Terms of Service are concluded between Stackwell and you only, and not with Apple Inc. (“Apple”), and that as between Stackwell and Apple, Stackwell, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the Apple Media Services Terms and Conditions.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the “Usage Rules” set forth in the Apple Media Services Terms and Conditions, except that such Apple-Enabled Software may be accessed and used by other accounts associated with the purchaser via Apple’s Family Sharing or volume purchasing programs.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software, if any, to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be Stackwell's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- Stackwell and you acknowledge that Stackwell, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (a) product liability claims; (b) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.
- In the event of any third-party claim that the Apple-Enabled Software or your possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Stackwell and Apple, Stackwell, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- You represent and warrant that (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints, or claims with respect to the Apple-Enabled Software, they should be directed to Stackwell as follows:

support@stackwellcapital.com
(888) 499-2448
800 Boylston St., 16th Floor, Boston, MA 02199.

- You must comply with applicable third-party terms of agreement when using the Apple-Enabled Software, *e.g.*, your wireless data service agreement.
- Stackwell and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof.

Google-Sourced Software: The following applies to any Mobile App you download from the Google Play Store ("Google-Sourced Software"): (a) you acknowledge that these Terms of Service are between you and Stackwell only, and not with Google, Inc. ("Google"); (b) your use of Google-Sourced Software must comply with Google's then-current Google Play Terms of Service; (c) Google is only a provider of Google Play where you obtained the Google-Sourced Software; (d) Stackwell, and not Google, is solely responsible for Stackwell's Google-Sourced Software; (e) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms of Service; and (f) you acknowledge and agree that Google is a third-party beneficiary to these Terms of Service as it relates to Stackwell's Google-Sourced Software.

Open Source Software: The Software may contain or be provided together with open source software. Each item of open source software is subject to its own license terms. If required by any license for particular open source software, Stackwell makes such open source software, and Stackwell's modifications to that open source software (if any), available by written request to support@stackwellcapital.com. Copyrights to the open source software are held by the respective copyright holders indicated therein.

Intellectual Property Rights

Service Content: You acknowledge and agree that the Mobile App may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by Stackwell, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Mobile App or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you upload to or make available through the Mobile App in accordance with these Terms of Service. Any use of the Mobile App or the Service Content other than as specifically authorized herein is strictly prohibited.

Trademarks: The Stackwell name and logos are trademarks and service marks of Stackwell (collectively the "Stackwell Trademarks"). Other Stackwell, product, and service names and logos used and displayed via the Mobile App may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Stackwell. Nothing in these Terms of Service or the Mobile App should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Stackwell Trademarks displayed on the Mobile App, without our prior written permission in each instance. All goodwill generated from the use of Stackwell Trademarks will inure to our exclusive benefit.

Third-Party Material: Under no circumstances will Stackwell be liable in any way for any content or materials of any third parties (including users), including for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Stackwell does not pre-screen content, but that Stackwell and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Mobile App. Without limiting the foregoing, Stackwell and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Stackwell, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Usage Data: You hereby authorize Stackwell and its third-party service providers to derive statistical and usage data relating to your use of the Mobile App ("Usage Data"). We may use Usage Data for any purpose in accordance with applicable law and our Privacy Policy.

Any questions, comments, suggestions, ideas, feedback, reviews, or other information about the Mobile App ("Submissions"), provided by you to Stackwell are non-confidential and Stackwell will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment, attribution, or compensation to you.

You acknowledge and agree that Stackwell may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Stackwell, its users, or the public. You understand

that the technical processing and transmission of the Mobile App, including your User Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

Third-Party Services and Websites

The Mobile App may provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties (the “Third-Party Services”). Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. Some Third-Party Services will provide us with access to certain information that you have provided to third parties, including through such Third-Party Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating Third-Party Services and our use, storage and disclosure of information related to you and your use of such Third-Party Services within the Mobile App, please see our Privacy Policy. Stackwell has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services. You, and not Stackwell, will be responsible for any and all costs and charges associated with your use of any Third-Party Services. Stackwell enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the Mobile App are between you and the third party. Stackwell will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

Indemnification

You agree to defend, indemnify, and hold harmless Stackwell, its affiliates, and its and their respective officers, employees, directors, service providers, licensors, and agents (collectively, the “Stackwell Parties”) from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to your use of the Mobile App, any User Content, your connection to the Mobile App, your violation of these Terms of Service, or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Stackwell party from or against any liability, losses, damages, or expenses incurred as a result of any action or inaction of such Stackwell party. Stackwell will provide notice to you of any such claim, suit, or proceeding. Stackwell reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting Stackwell’s defense of such matter. You may not settle or compromise any claim against the Stackwell Parties without Stackwell’s written consent. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or releasing party.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Financial Services Disclaimers

Advisory services are offered through Stackwell Capital Advisers, LLC , an SEC registered investment adviser, is a wholly owned subsidiary of Stackwell Capital, Inc. Stackwell’s investment advisory services

are available only to residents of the United States. In order to open a Stackwell account, you must be at least 18 years of age. Brokerage accounts for Stackwell clients are established at [Apex Clearing Corporation](#), a third-party SEC registered broker-dealer that is a member of the [Financial Industry Regulatory Authority \(www.finra.org\)](#) and the Securities Investor Protection Corporation ([www.sipc.org](#)). Apex provides clearing and execution services and serves as qualified custodian for advisory assets of Stackwell clients.

Nothing on or provided through the Mobile App should be considered an offer, solicitation of an offer, or advice to buy or sell securities. Any projections or forecasts are hypothetical in nature and may not reflect actual future performance.

You further understand that by using the Mobile App, Stackwell will not advise you personally concerning the nature, potential, value or suitability of any particular security, portfolio of securities, transaction, investment strategy or other matter. If any of the information contained in or through the Mobile App is deemed to be investment advice, such information is impersonal and not tailored to the investment needs of any specific person. You acknowledge that you are responsible for your own financial decisions.

You understand and acknowledge that there is a very high degree of risk involved in trading securities. Factual statements provided through Stackwell's products or services, are made as of the date stated and are subject to change without notice. It should not be assumed that the methods, techniques, or indicators presented in these products or services will be profitable, or that they will not result in losses.

Disclaimer of Warranties

YOUR USE OF THE MOBILE APP IS AT YOUR SOLE RISK. THE MOBILE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE STACKWELL PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

THE STACKWELL PARTIES MAKE NO WARRANTY THAT (A) THE MOBILE APP WILL MEET YOUR REQUIREMENTS; (B) THE MOBILE APP WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MOBILE APP WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE MOBILE APP WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE STACKWELL PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, OR DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE STACKWELL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE MOBILE APP; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE MOBILE APP; (C)

UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE MOBILE APP; OR (E) ANY OTHER MATTER RELATING TO THE MOBILE APP. IN NO EVENT WILL THE STACKWELL PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID STACKWELL IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE MOBILE APP OR WITH THESE TERMS OF MOBILE APP, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE MOBILE APP.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

Dispute Resolution By Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in these Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Stackwell, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Mobile App, any advertising, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms of Service, you and Stackwell are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND STACKWELL AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND STACKWELL AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE

INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

c. Pre-Arbitration Dispute Resolution

Stackwell is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@stackwellcapital.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Stackwell should be sent to 800 Boylston St., 16th Floor, Boston, MA 02199 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Stackwell and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Stackwell may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Stackwell or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Stackwell is entitled.

d. Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <https://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Stackwell and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Stackwell agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the

relief sought is \$75,000 or less, at your request, Stackwell will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Stackwell will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Stackwell will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

f. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms of Service will continue to apply.

h. Future Changes to Arbitration Agreement

Notwithstanding any provision in these Terms of Service to the contrary, Stackwell agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Mobile App, you may reject any such change by sending Stackwell written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

Termination

You agree that Stackwell, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Mobile App and remove and discard any content within the Mobile App, for any reason, including for lack of use or if Stackwell believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Mobile App, may be referred to appropriate law enforcement authorities. Stackwell may also in its sole discretion and at any time discontinue providing the Mobile App, or any part thereof, with or without notice. You agree that any termination of your access to the Mobile App under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that Stackwell may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Mobile App. Further, you agree that Stackwell will not be liable to you or any third party for any termination of your access to the Mobile App.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Mobile App, and Stackwell will have no liability or responsibility with respect thereto. Stackwell reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Mobile App.

General

These Terms of Service (together with the terms incorporated by reference herein) constitute the entire agreement between you and Stackwell governing your access and use of the Mobile App, and supersede any prior agreements between you and Stackwell with respect to the Mobile App. You also may be subject to additional terms and conditions that may apply when you use Third-Party Services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of New York without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Stackwell submit to the personal and exclusive jurisdiction of the state and federal courts located within New York, New York. The failure of Stackwell to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Mobile App or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Stackwell, but Stackwell may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. As used in these Terms of Service, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Notices to you may be made via either email or regular mail. The Mobile App may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Mobile App. Stackwell will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond Stackwell's reasonable control.

Notice for California Users

Under California Civil Code Section 1789.3, users of the Mobile App from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted (a) via email at dca@dca.ca.gov; (b) in writing at: Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834; or (c) by telephone at (800) 952-5210 or (800) 326-2297 (TDD). Sacramento-area consumers may call (916) 445-1254 or (916) 928-1227 (TDD). You may contact us at 800 Boylston St., 16th Floor, Boston, MA 02199 or (888) 499-2448.

Questions? Concerns? Suggestions?

Please contact us at support@stackwellcapital.com to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Mobile App.

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