

RIZE

TERMS OF USE

Last updated: January 1, 2018

Welcome and thank you for visiting our website www.rizemoney.com (the "Site"). Below are the Site's Terms of Use. We recommend that you carefully review these Terms of Use before making use of the Site or Service (as defined below). If you have any questions or concerns regarding these Terms of Use, please contact us at support@rizemoney.com.

These Terms of Use (these "Terms of Use" or this "Agreement") govern the relationship between Rize Advisors, LLC, ("Rize" "we" or "us" "our") and you ("you" or "your"), the person accessing or otherwise making use of our Site located at www.rizemoney.com and/or registering for an Account (as defined below) or otherwise accessing or making use of the Site, Account or our Service. These Terms of Use constitute a legally binding agreement between you and Rize. Accordingly, we advise you to read these Terms of Use carefully before accessing or otherwise making use of the Site or Service. You and Rize may each be referred to in these Terms of Use individually as a "Party" and together as the "Parties," as context so requires.

NOTICE OF BINDING ARBITRATION

ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THE SECTION TITLED "BINDING ARBITRATION" BELOW, EXCEPT AS MAY OTHERWISE BE DISCUSSED IN THAT SECTION. PLEASE READ THE SECTION TITLED "BINDING ARBITRATION" CAREFULLY.

1. Acceptance of this Agreement.

1.1 Acceptance. When you use the Site to register for an Account (defined below) in order to make use of the Service or when you otherwise access or make use of your Account or the Service, you acknowledge, agree to, and are bound by, the terms and conditions of this Agreement and the Advisory Agreement (defined below). If you do not agree to be bound by this Agreement and the Advisory Agreement, do not continue to access or otherwise make use of the Site or Service. Please note that certain uses of the Site or Service may be subject to separate agreements that will be provided to you prior to such use.

1.2 Restrictions on Acceptance. When you access or otherwise make use of the Site or the Service you acknowledge and agree that:

- (a) if you are accepting this Agreement on behalf of any legal entity, including any company, organization, government, or governmental agency, you have been authorized to do so and to act on behalf of such legal entity;
- (b) you have read and understand all of the provisions, terms and conditions set forth in this Agreement and the Advisory Agreement;
- (c) you will be bound by all of the provisions, terms and conditions set forth in this Agreement and the Advisory Agreement;
- (d) you are at least eighteen (18) years of age;
- (e) you have the right, authority and capacity to enter into this Agreement and the Advisory Agreement and to abide by all terms and conditions of this Agreement and the Advisory Agreement;
- (f) you have not previously used the Service through an Account which Rize has terminated or suspended in accordance with the terms and conditions of this Agreement or the Advisory Agreement;
- (g) you have a valid U.S. email address;
- (h) you have a valid and active deposit account with a U.S. financial institution;
- (i) you are a resident of one of the fifty (50) states of the United States, or a resident of Washington D.C. and have a valid postal mailing address confirming the same; and
- (j) this Agreement and the Advisory Agreement are the legal equivalent of a signed, written contract between you and Rize.

If you are unable or unwilling to confirm the above statements, then you must not accept this Agreement or otherwise access or make use of the Site or Service.

PLEASE NOTE THAT, EVEN IF YOU AGREE TO AND ACKNOWLEDGE THE ATTESTATIONS IN SECTION 1.2, OUR PARTNER AND ACCOUNT CUSTODIAN APEX CLEARING CORPORATION MAY REJECT YOUR APPLICATION FOLLOWING THE REGISTRATION PROCESS BASED ON APEX'S INTERNAL ASSESSMENT PROCESS YOU MAY NOT BE ABLE TO MAKE USE OF THE SERVICES AS A RESULT.

2. Definitions.

2.1 Unless context requires otherwise, capitalized terms not defined within the Agreement shall have the following meanings:

- (a) "Advisory Agreement" means the agreement pursuant to which you appoint Rize to act as your investment adviser through the Service and to act on your behalf on a non-discretionary basis and in accordance with your Settings (defined below).
- (b) "Affiliate" means, with respect to a Party, any person, firm, corporation, partnership (including general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly controls, is controlled with or by or is under common control with such Party.
- (c) "Account" means your Rize user account which you must register for through the Site in order to use the Service.
- (d) "Applicable Law" means any and all applicable federal, state and local laws, statutes, ordinances, regulations, rules, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof which are now in effect or which may come in to effect at any time during the Term (defined below).

- (e) "Content" means any text, pictures, graphics, logos, button items, images, works of authorship and other content (collectively with all information about the Site and Service).
- (f) "Funding Account" means the deposit account that you (i) maintain at a third party financial institution; and (ii) authorize Rize to access through its third party providers in order to perform the Services.
- (g) "Rize", we "our" or "us" shall mean Rize Advisors, LLC, a Delaware limited liability company and SEC registered investment adviser.
- (h) "Rize Account" means the account held by Apex Clearing Corporation and linked to your Funding Account for the purpose of receiving and holding transferred funds according to your Settings.
- (i) "Service" means the Rize interactive platform that assists you with establishing and meeting personal savings goals through various automated actions including, without limitation, (i) tracking your Funding Account, (ii) providing personalized and automated savings and investment advice, (iii) notifying you of savings and investment opportunities, (iv) automatically moving money from your Funding Account to your Rize Account based on your Settings, (v) change your asset allocation model, or (vi) or buy securities according to the settings in your Rize Account.
- (j) "Settings" means the instructions that you provide through your Account that authorize Rize take certain automated actions including, without limitation, (i) monitor your Funding Account and collect data on spending and savings patterns, (ii) notify you of savings opportunities based on your spending and saving patterns, or (iii) transfer funds from your Funding Account to your Rize Account on specified dates or at regular intervals.

2.2 Interpretation. References to Sections and applicable appendices (*i.e.*, Privacy Policy) are to be construed as references to the Sections of, and Appendices to, this Agreement, unless otherwise indicated. The singular includes the plural, and the plural includes the singular. All references to "hereof," "herein," "hereunder and other similar compounds of the word "here" shall mean and refer to this Agreement as a whole rather than any particular part of the same. The terms "include" and "including" are not limiting.

3. Amendments. Rize reserves the right to change, modify, supplement, or update this Agreement (each, an "Amendment"), from time to time without advance notice by posting such Amendment on the Site. We encourage you to periodically visit this Agreement to check for any Amendments. In the event that an Amendment to this Agreement materially modifies your rights or obligations we will take commercially reasonable measures to notify you of such Amendment, which may include posting notices on the website or mobile application or sending notices to you at your email address. You acknowledge and agree [that you will be bound by any such Amendment if you continue to access or use the Site, the Mobile Application, or Service after such amendment is posted.](#) Unless otherwise indicated, any new Service added to the Site will also be subject to this Agreement effective upon the date of any such addition. You are encouraged to review the Site [and this Agreement](#) periodically for updates and changes. The most current version of this Agreement will be effective as of the date specified in the "Last Updated" legend set forth above.

4. Privacy. You acknowledge and agree to the terms and conditions of our Privacy Policy available at <https://rizemoney.com/legal/> as may be amended from time to time, which is incorporated by reference into this Agreement as if it were set forth herein in its entirety. The Privacy Policy describes our collection and possible use of information that you provide to us. By using the Site or Service, you agree to, and are bound by, the terms of the Privacy Policy.

5. Service. We provide an interactive platform that assists you with establishing and meeting personal savings goals by (i) tracking your Funding Account, (ii) providing personalized and automated savings and investment advice, (iii) notifying you of savings and investment opportunities, or (iv) automatically transferring funds from your Funding Account to your Rize Account based on your Settings (collectively, the "Service"). Your rights and obligations with respect to the Site and Service are personal to you and you may not transfer such rights and obligations to any other person or entity.

6. Account Registration; Funding Account & Rize Account.

6.1 Account Registration. When you register your Account and sign up for the Service you will be required to provide certain personal information, in order to create an Account and use the Service ("Registration"). Such personal information may include your name, your date of birth, your social security number, your tax identification number (if applicable), your home or other physical address, your email address, your telephone number, banking information, and information concerning your financial goals and preferences (collectively, "User Information"). By registering your Account and signing up for the Service, you acknowledge and agree that you willingly submit your personal information and User Information for our use as may be necessary for us to provide the Service to you.

6.2 Funding Account. In order to register for the Service, you will be required to provide Rize with certain information related to the Funding Account you maintain at a third party financial institution including log-in credentials, passwords, American Bankers Association routing number, Funding Account number and other relevant user information as may be necessary for Rize to provide the Service ("Funding Account Credentials"). We contract with third parties to access your Funding Account using the Funding Account Credentials that you provide to us. Accordingly, you are responsible for providing us with accurate, up-to-date Funding Account Credentials and for notifying us immediately of any change to such Funding Account Credentials. You acknowledge and agree that we cannot provide the Service to you unless your Funding Account is properly connected to your Rize Account and that we will not be able to connect your Funding Account to your Rize Account unless you provide true, accurate, current and complete Funding Account Credentials. By providing us with your Funding Account Credentials, you authorize Rize and its third party providers to use your Funding Account Credentials to access your Funding Account only as may be necessary to provide the Service to you according to your Settings.

6.3 Rize Account. Through the Service, you will establish an account with Apex Clearing Corp., a licensed securities broker ("Broker"). Through the Service, you will be able to issue instructions to Rize to initiate a transfer of funds from your Funding Account to your Rize Account, maintained by the Broker. You will own the Rize Account at the Broker. Your rights with regards to the Rize Account are set forth in a separate agreement between You and the Broker. Such transfers will only be made with your consent and at your direction. Rize will make recommendations, based upon the data collected from you through the Service (your "Settings") as to methods of increasing savings or recommended amounts to meet your identified savings goals. Rize does not have discretion to independently transfer funds from your Funding Account to your Rize Account apart from the instructions you provide to us in your Settings. Through the Service, you will authorize Rize to issue instructions to the Broker as may be appropriate in connection with the settlement of transactions initiated by the Advisor pursuant to the terms hereof. You hereby warrant and represent that the Broker has agreed and will continue throughout the term of this Agreement to accept responsibility for the prompt delivery of funds to settle transactions effected on the behalf of You by Rize. Rize will, at no time, receive, retain or physically control any cash, securities or other assets in the Rize Account; provided, however, that Rize will assist you to obtain disbursements from the Rize Account from the Broker from time to time as you request. Any disbursements of funds from the Rize Account will be made back to the initial Funding Account or to a substitute Funding Account that is controlled by you at a substitute financial institution. **Funds may not be transferred from a Rize Account to a third-party controlled account.**

6.4 No Fees Required. Rize has two separate fee structures dependent upon your use of the Site and the Services. For use of only the savings functionality, Rize does not currently charge any fees including the Wrap Fee (defined in section 14 of the Advisory Agreement) for your use of the Site and the Services. For use of the savings and the investment functionalities, Rize charges a minimum monthly fee of \$2.00 per month plus an annual fee of 0.25% of your assets under management ("AUM") through Rize that are invested in securities (i.e., not cash savings) calculated and charged monthly in arrears (i.e., $0.25\%/12 \times \text{AUM}$). Notwithstanding the foregoing, you acknowledge and agree that Rize reserves the right to set and charge fees in the future for your use of the Site and

the Services. If Rize intends to set and charge fees, or change the fees for your use of the Site and Services in the future, Rize will provide you with at least 30 calendar days advance written notice of such change and provide you with at least this period of time to terminate this Advisory Agreement and transfer any funds from your Rize Account as may be necessary to avoid a charge for such fees. You acknowledge and agree that you have reviewed and agreed to the terms and conditions of the Advisory Agreement including, but not limited to, Section 14 of the Advisory Agreement regarding Fees.

6.5 Client Referrals and Other Compensation

Rize does not receive any compensation for referring Clients to another advisor nor does Rize pay any compensation to another advisor if another advisor refers Clients to Rize.

Rize operates a Client referral program. In this program, existing Clients of Rize can send an email link to a friend or share their link on their own social media site. This link will give the receiver \$5.00 for opening an account with Rize. New Clients must meet certain eligibility criteria and adhere to Rize's Terms of Use. Rize reserves the right to freeze or withhold referral funds within an account for up to 90 days. This offer is not available for non-US residents or employees of regulatory agencies. Rize will keep complete records of each Client who received the \$5.00 gift and their eligibility. Rize reserves the right to modify, extend or cancel this program at any time without notice, in Rize's sole discretion. In addition, the referring client may receive compensation for referring clients.

Rize also expects from time to time to run various promotional campaigns to attract Clients to open accounts in Rize. These promotions may include additional account services or products offered on a limited basis to select Clients, more favorable fee arrangements, and/or reduced or waived advisory fees for Clients.

Rize may also pay pre-determined fees to third-parties ("Marketing Affiliates") for driving new users to Rize, which may be in the form of so-called CPM, CPC or CPA arrangements (respectively, impressions, clicks or actions through other websites). Clients are not charged any fee or other costs for being referred to Rize by a current client, marketer or solicitor.

7. Settings. During Registration and in the course of using of the Service you will be asked to establish your personal savings goals and to provide Rize with certain instructions (the "Settings") that will enable Rize to help you achieve your savings goals. Your Settings may include authorizing and instructing Rize to (i) monitor your Funding Account and collect data on spending and savings patterns, (ii) notify you of savings opportunities based on your Funding Account spending and saving patterns, or (iii) transfer funds from your Funding Account to your Rize Account on specified dates, in connection with the occurrence of certain events identified in your Settings, at regular intervals, or on a one-off basis.

8. Your Warranties to Rize. You represent and warrant to Rize that (a) all information, including, without limitation, all information that you provide to us is accurate and truthful, (b) you have the authority to share this information with us and to grant us the right to use this information as provided in these Terms of Use, (c) you have the right to grant us the licenses specified herein, if applicable, and (d) your acceptance and use of the Services pursuant to these Terms of Use does not violate any applicable law or other contract or obligation to which you are a party or are otherwise bound.

9. Accuracy and Changes to User Information. You agree to provide accurate, up-to-date User Information and Funding Account Credentials when registering for your Account and when you otherwise access or make use of the Account, Site or Service. You further agree to promptly update all your User Information and Funding Account Credentials whenever the information provided to us by you is found to be or becomes inaccurate. You can update your information by contacting us at support@rizemoney.com. We are not responsible for any Service-related issues or errors arising from your failure to submit or maintain current and accurate User Information or Funding Account Credentials. If we determine, in our sole discretion, that you have failed to submit or maintain current and accurate User Information or Funding Account Credentials, we may temporarily suspend or terminate your access to the Account, Site or Service.

10. Disclosure and Consent to Electronic Communications.

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- 10.1 Consent to Electronic Communications. When you accept this Agreement, you acknowledge that Rize may provide certain information, including information regarding your use of the Site, the Service, and Rize Account ("Communications"), to you electronically through email, the Site or Service, or links to notices posted on the Site, unless and until you withdraw your consent or "opt out" as described below. You understand that the communications referenced in this section do not include SMS text messages unless you otherwise give your express consent to receive SMS text messages for this purpose in accordance with the Rize Program Agreement. You agree that all agreements, notices, disclosures and other Communications that we provide to you electronically satisfy any legal requirement that such Communications be in writing. You further agree that any Communications provided by us electronically are deemed to be given and received on the date we transmit any such Communication as described in this Agreement. The categories of Communications that may be provided by electronic means include:
- (a) any Amendments to this Agreement;
 - (b) disclosures or notices provided in connection with the Service, including any such notice required by Applicable Law;
 - (c) any statements concerning your Rize Account;
 - (d) any customer service communications, including communications with respect to claims of error or unauthorized use of the Sites or Service; and
 - (e) any other communication related to the Site or Service.

Although Rize reserves the right to provide Communications in paper format at any time, you agree that Rize is under no obligation to do so unless you first notify us, in writing, of your request to receive further communications in a paper format and your decision to opt out of receiving Communications. All Communications in either electronic or paper format will be considered to be in writing. **You should print a paper copy of this Agreement and any Communication that is important to you and retain the copy for your records.** If you do not wish to enter into this Agreement electronically, you may not use the Site or Service.

- 10.2 Timing of Communications. Any electronic Communications will be deemed to have been received by you no later than five (5) Business Days after Rize sends it to you by email or posts such Communication on the Site or through the Service, whether or not you have received the email or retrieved the Communication from the Site or Service. An electronic Communication by email is considered to be sent at the time that it is directed by Rize's email server to your email address. You agree that these are reasonable procedures for sending and receiving electronic Communications.
- 10.3 Updated User Information. You agree to promptly update your User Information if such information changes so that Rize may contact you electronically. You may update your User Information, such as your email address, as described in Section 9 of this Agreement. You understand and agree that if Rize sends you an electronic Communication, but you do not receive it because the email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive such electronic Communications, Rize will be deemed to have provided the Communication to you.
- 10.4 System Specifications. In order to access, view, and retain electronic Communications that Rize provides to you, you must have access to: (a) a computer with an Internet connection; (b) a current or previous major release version (up to the second most recent version) of either Firefox, Internet Explorer, Chrome, or Safari with cookies enabled and Adobe Acrobat Reader to open documents in .pdf format; (d) sufficient electronic storage capacity on your computer's hard drive or other data storage unit to save past Communications and/or an installed printer to print them; and (e) an email account with an Internet service provider and email software. Your access to this page through your device verifies that your device meets these requirements.
- 10.5 Reservation of Rights. Rize reserves the right, in its sole discretion, to discontinue the provision of electronic Communications to you, or to terminate or change the terms and conditions under which Rize provides

electronic Communications. Rize will provide you with notice of any such termination or change as may be required by Applicable Law.

11. Ownership of Content and Services. You acknowledge and agree that, except as otherwise expressly stated, all Content appearing on the Site or Service is the copyrighted work of Rize or its third party content suppliers and is protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all Content is also the exclusive property of Rize and is protected by U.S. and international copyright laws. You may download information from the Services and print out a hard copy for your personal use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any information or Content obtained from the Site or Services, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of Rize or any applicable third party suppliers. The use of Content, including images, by you, or anyone else authorized by you, is prohibited unless specifically permitted by Rize. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. Rize does not warrant or represent that your use of Content or the Services will not infringe rights of third parties.

12. Ownership of Information Submitted via the Service.

12.1 Except as set forth in our Privacy Policy (<https://www.rizemoney.com/legal>), any communication or other material (including any text communication, health information, photograph, video, or other audio or visual work) submitted or posted to or through the Services ("Submission") will be considered non-confidential. Unless otherwise expressly stated in writing by Rize, no compensation will be paid with respect to the use of any Submission. Rize shall have no obligation to preserve, return or otherwise make available to you or others any Submission.

12.2 Except as set forth in our Privacy Policy, Rize does not claim ownership of your Submission in its original form; however, by providing a Submission, you hereby grant to Rize and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the Submission in any and all media, whether now known or hereinafter created, throughout the world and for any purpose related to the business of Rize. By uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submission. The rights granted to Rize include but are not limited to the right to aggregate, summarize, analyze, resize, crop, censor, compress, edit, feature, caption, and to otherwise alter or make use of your Submission.

12.3 Subject to our Privacy Policy, and limits under applicable law with regard to identifiable information, you understand and intend that by providing your Submission to Rize, you hereby waive any privacy expectations that you may have with respect to any such Submission. You hereby agree, subject to the Privacy Policy and Applicable Law, that Rize is the full owner of all right, title, and interest in any content or information extracted, derived, or otherwise created from such Submission, and you agree to hold Rize and its affiliates, subsidiaries, licensees, sponsors and assigns harmless from and against, and hereby waive any right to pursue, any claims of any nature arising in connection with the inclusion in, publication via or display on any Rize site, or any other use authorized under these Terms, of your Submission. You further hereby agree that any Submission by you will be accurate and will not be intended to mislead, harm or cause damage to Rize, any User, any Third Party or any other party, and you agree to indemnify, defend and hold harmless Rize against any and all claims, liabilities and damages caused by any Submission from you or any Third Party.

12.4 You understand and agree that, if any other Member, Third Party, or User shares or provides you with access to their Submission, or if you otherwise access any Submission through the Services, you will not obtain, as a result of your use of the Services, any right, title, or interest in or to such Submission. You agree to maintain the confidentiality and integrity of such Submission and/or to any shared Content and to use or disclose such Submission and/or Content only as authorized by their owner. You understand and agree that you shall be solely liable for any damages arising out of or related to your breach of these obligations, and you agree to indemnify Rize for any liabilities or damages arising out of or related to any breach of your duty to maintain the confidentiality and integrity of such Submission and/or any shared Content and to use or disclose such Submission and/or Content only as authorized by their owner.

13. Feedback. Please be advised that if you send or submit to Rize creative ideas, suggestions, inventions, or materials ("Feedback"), Rize shall: (i) own, exclusively, all now known or later discovered rights to the Feedback; (ii) not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Feedback; and (iii) be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

14. Limited License and Site Access; All Rights Reserved. Use of the Service is limited to persons 18 years of age or older. Subject to your compliance with this Agreement, Rize hereby grants you a limited license to access and make use of these Services, but not to download (other than page caching or downloading of PDF forms, statements, etc. provided as part of the Service) or modify the Services, or any portion of thereof, except with express written consent of Rize. The Services also contain the Content, and the license granted in this Section does not include any resale or commercial use of the Services or the Content; any derivative use of the Services or the Content; or any use of data mining, robots, or similar data gathering and extraction tools. The Services or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of Rize. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Rize without Rize's express written consent. You may not use any meta-tags or any other "hidden text" utilizing any of Rize's name(s) or service marks without the express written consent of their owners. We (or the respective third party owners of Content) retain all right, title, and interest in the Services and any Content offered on these Services, including any and all intellectual property rights. Any software applications available on or through the Services are licensed, not sold, to you. Rize may assign this Agreement or any part hereof, without restrictions. You may not assign this Agreement or any part hereof, nor transfer or sub-license your rights under this Agreement, to any third party. We (or the respective third party owners of Content) reserve all rights not expressly granted. Any unauthorized use terminates the permission or license granted by Rize.

15. App Store Terms of Service -- The following terms apply to any Services accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play) where the Services may now or in the future be made available (each an "App Provider"). You acknowledge and agree that:

15.1 These Terms of Use are concluded between you and Rize, and not with the App Provider, and that Rize (not the App Provider), is solely responsible for the Services.

15.2 The App Provider has no obligation to furnish any maintenance and support services with respect to the Services.

15.3 In the event of any failure of the Services to conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the Services to you (if applicable) and to the maximum extent permitted by Applicable Law, the App Provider will have no other warranty obligation whatsoever with respect to the Services. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Rize.

15.4 The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the Services or your possession and use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

15.5 In the event of any third party claim that the Services or your possession and use of the Services infringes that third party's intellectual property rights, Rize will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

15.6 The App Provider, and its subsidiaries, are third party beneficiaries of these Terms of Use as related to your license of the Services, and that, upon your acceptance of the terms and conditions of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as related to your license of the Services against you as a third party beneficiary thereof.

15.7 You must also comply with all applicable third party terms of service when using the Services.

16. Your Use of the Service.

16.1 Use of Service in Accordance with this Agreement and Applicable Law. You will not use the Site or Service for any illegal purpose. You will only use the Site or Service in accordance with the terms and conditions of this Agreement and Applicable Law.

16.2 Responsibility for User Information; Unauthorized Access and Transfers. You hereby acknowledge and agree that you are responsible for maintaining and protecting accurate and current User Information. If you believe that your User Information or a device that you use to access any Site has been lost or stolen, that someone is using the Site or Service with your User Information and without your authorization, or that an unauthorized transaction has occurred, you must notify us immediately at support@rizemoney.com.

16.3 Prohibited Use. Any use or attempted use of the Site (i) for any unlawful, unauthorized, fraudulent or malicious purpose, or (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or (iii) interfere with any other party's use and enjoyment of the Site, or (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means, or (v) to access systems, data or information not intended by Rize to be made accessible to a user, or (vi) attempt to obtain any materials or information through any means not intentionally made available by Rize, or (vii) any use other than the business purpose for which it was intended, is prohibited. In addition, in connection with your use of the Site, you agree you will not:

- (a) provide your Account information (including your Account log in credentials), Rize Account information, Settings, or access to the Service to any third party unless such third party is an accepted Rize service provider;
- (b) upload or transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- (c) create a false identity for the purpose of misleading others or impersonate any person or entity, including any Rize representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (d) upload or transmit any [material](#) that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);

- (e) upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (f) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- (g) use the Site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- (h) upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- (i) violate any Applicable Law or international law;
 - (j) upload or transmit any [material](#) that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
- (k) delete or revise any [material](#) posted by any other person or entity;
 - (l) manipulate or otherwise display the Site by using framing, mirroring or similar navigational technology or directly link to any portion of the Site other than the main homepage in accordance with the Limited License and Site Access outlined above;
- (m) probe, scan, test the vulnerability of or breach the authentication measures of, the Site or any related networks or systems;
- (n) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for the Service if you are not expressly authorized by such party to do so;
- (o) harvest or otherwise collect information about others, including e-mail addresses; or
 - (P) use any robot, spider, scraper, or other automated or manual means to access the Site, or copy any content or information on the Site.

Rize reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including the suspension or termination of the user's access and/or account. Rize may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, Rize reserves the right at all times to disclose any information as Rize deems necessary to satisfy any Applicable Law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Rize's sole discretion.

17. Indemnification. You agree to release, indemnify, and hold harmless Rize and its Affiliates, and their respective officers, directors, employees and agents, ("Indemnified Persons") harmless from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal and accounting fees, arising out of or in any way related to: (a) your access to, use of, or inability to use the Site or Service; (b) your breach of this Agreement; (c) your violation of any rights of a third party; (c) your violation of any Applicable Law; or (d) your failure to provide and maintain true, accurate, current and complete User Information and Contact Information.

18. Warranties and Disclaimers.

18.1 Limitation of Liability.

YOU UNDERSTAND AND AGREE THAT RIZE, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SUCCESSORS, AGENTS, AFFILIATES, OR ANY RELATED COMPANIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE SITE, SERVICE OR THIS AGREEMENT, EVEN IF RIZE HAS BEEN ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES, RESULTING FROM YOUR USE OR INABILITY TO USE THE SITE, PRODUCTS

AND SERVICE OR CONTENT, THE COST OF OBTAINING SUBSTITUTE PRODUCTS AND SERVICE RESULTING FROM ANY LOSS OF DATA, INFORMATION, PRODUCTS AND SERVICE OBTAINED FROM TRANSACTIONS ENTERED INTO THROUGH THE SITE OR SERVICE, OR [STATEMENTS](#) OR CONDUCT OF ANY THIRD PARTY, OR ANY OTHER MATTER RELATED TO THE SITE AND SERVICE OR CONTENT. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE AND SERVICE IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE RIZE DIRECTLY OR TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE SITE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

18.2 No Warranties.

YOU EXPRESSLY AGREE THAT USE OF THE SITE AND SERVICE IS AT YOUR SOLE RISK. THE SITE, SITE CONTENT AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RIZE, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE SITE AND SERVICE WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE SITE, SITE CONTENT OR SERVICE; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICE RECEIVED THROUGH OR ADVERTISED ON THE SITE OR ACCESSED THROUGH THE SITE; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR SERVICE; (6) WARRANTIES THAT YOUR USE OF THE SITE OR SERVICE WILL BE SECURE OR UNINTERRUPTED; VIRUS-FREE OR ERROR-FREE AND (7) WARRANTIES THAT ERRORS IN THE SITE OR SERVICE WILL BE CORRECTED.

Rize does not warrant or make any representations regarding availability, accuracy, reliability, completeness, or timeliness of the materials, Service, text, graphics, and or links associated with the Site. If your use of the Site or the materials, Service, text, graphics, and or links associated with the Site results in the need for servicing or replacing equipment or data, Rize is not responsible for those costs.

19. Automated Clearing House (ACH) Transactions.

You acknowledge that it is your responsibility to provide and maintain true, accurate, current and correct Funding Account Credentials at all times when using the Services as may be necessary for Rize's third party provider ("ACH Operator") to conduct ACH transfers from your Funding Account to your Rize Account. You agree to be bound by

the National Automated Clearing House Association operating rules and any applicable local ACH operating rules. You acknowledge that mismatched, incorrect, or incomplete identifying information regarding your Funding Account Credentials, Funding Account or in the payment instructions set forth in your Settings may result in an ACH transfer being rejected, lost, incorrectly posted, or returned to the financial institution that maintains your Funding Account without notice to you. You agree that Rize may request and the ACH Operator may make ACH transfers from your Funding Account to your Rize Account based solely upon your Funding Account Credentials, User Information and Settings. Rize, the Custodian, and the ACH Operator shall not be obligated by any provision of any of the Agreements to determine whether there is a discrepancy relating to names or account numbers in transfers between your Funding Account and your Rize Account. You acknowledge and agree that processing of ACH transfers may be delayed for five (5) business days or longer. If you believe a transfer has not been properly credited to you, you agree to notify Rize promptly. You agree that money transferred from your Funding Account may not be reflected in a deposit credited to your Rize Account as available during delays. You agree that, notwithstanding anything to the contrary in this Agreement, Rize shall not be liable for ACH transfer processing delays, any act or omission of, including without limitation any overdraft or other fee charged by, any financial institution that maintains your Funding Account, or for any act or omission of any service provider or vendor of any such financial institution. Any credit resulting from an ACH transfer associated with a ACH transfer from your Funding Account to your Rize Account is provisional until Rize receives the funds. Without limiting any other rights of Rize to delay a funds transfer or deny a request for a funds transfer, Rize reserves the right to delay or prevent such funds transfer pending verification of final payment. If your Rize Account has been credited by mistake, you authorize Rize to reverse the credit to your Rize Account or will otherwise reimburse Rize if assets in your Rize Account are not sufficient. If a funds transfer does not become final, the originator (which is you in the case of a funds transfer originating in your Funding Account) will not be deemed to have been paid by you in to your Rize Account. You agree to indemnify and hold Rize and the other Indemnified Persons (defined in Section 17) harmless from any and all damages resulting from or relating to any mismatched, incorrect, or incomplete identifying information regarding your Funding Account or in payment instructions for an ACH transfer from or to your Funding Account or Rize Account.

20. Term and Termination.

20.1 Term. This Agreement shall commence on the date you first access the Site or use the Service and remain in effect until either Party terminates this Agreement in accordance with the terms hereof (the "Term").

20.2 Termination Rights of Rize. Rize may terminate this Agreement at any time in its sole discretion.

20.3 Your Termination Rights. You may terminate this Agreement at any time by ending your use of the Site and the Service and notifying Rize support@rizemoney.com.

21. Binding Arbitration.

21.1 Arbitration Process. In the event of any dispute concerning or arising under this Agreement and to the extent not prohibited by the Investment Advisory Act of 1940 or other federal or state securities laws, such dispute shall be arbitrated. Arbitration shall be conducted by and submitted to a single arbitrator ("Arbitrator") selected from and administered by the Washington, DC office of JAMS ("JAMS"), in accordance with its then-existing Comprehensive Arbitration Rules & Procedures. The arbitration shall be conducted by a licensed attorney or retired judge who is admitted in both federal and state courts, with experience in securities law. Each party shall bear its own attorneys' fees, costs and disbursements arising out of the arbitration, and shall pay

an equal share of the fees and costs of the Arbitrator and JAMS; however, the Arbitrator may award to the prevailing party reimbursement of its reasonable attorneys' fees and costs (including, for example, expert witness fees and travel expenses), and/or the fees and costs of the Arbitrator. To the extent allowed by law, the award shall be final, binding, and non-appealable. Within fifteen (15) calendar days after conclusion of the arbitration, the Arbitrator shall issue a written award and a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded. Each party shall fully perform and satisfy the arbitration award within fifteen (15) days of the service of the award. Judgment on the award may be entered by any court of competent jurisdiction.

21.2 YOU AGREE THAT, IF YOU DECIDE TO OPEN AN ACCOUNT AND/OR USE THE SERVICE, YOUR RELATIONSHIP WITH RIZE ADVISORS, LLC WILL BE GOVERNED BY THE PRE-DISPUTE ARBITRATION CLAUSE IN THE AGREEMENTS. THE PRE-DISPUTE ARBITRATION CLAUSE IN THE AGREEMENTS PROVIDES FOR DISPUTE RESOLUTION SERVICES PROVIDED BY THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA"). YOU FURTHER AGREE THAT, IF YOU DECIDE TO OPEN AN ACCOUNT AND/OR USE THE SERVICE, THE PRE-DISPUTE ARBITRATION CLAUSE IN THE AGREEMENT SUPERSEDES THE ARBITRATION PROVISIONS OF THESE TERMS OF USE. BUT, IF FINRA DECLINES TO EXERCISE JURISDICTION OVER SUCH A DISPUTE, THE ARBITRATION PROCESS SET FORTH IN THIS AGREEMENT SHALL GOVERN.

22. Right of Use. Subject to the provisions in these Terms of Use, you may use the Service, Site, and mobile app for non-commercial purposes to: (i) learn about the Service; (ii) learn about the Site, Service, our investment advisory strategies, and your investment options; (iii) enter into the Agreements; (iv) open an Account to participate in the Service; (v) obtain investment advice in accordance with the terms and conditions of your Investment Advisory Agreement with us; (vi) initiate requests to move funds from your Funding Account to your Rize Account or to move funds from your Rize Account to your Funding Account; (vii) access statements and confirmations regarding transactions in connection and the value of your Account; (viii) access and print or download copies of the current version of these Terms of Use, the Agreements, and other documentation relating to the Service; and (ix) make such other use of the Site and Service as we may expressly permit from time to time in furtherance of the objectives and growth of the Service. Subject to these Terms of Use, we hereby grant you a personal, nontransferable, nonexclusive, non-sublicensable license to use the user interface of the Site, the Service and their respective content and services in accordance with these Terms of Use, and for no other purpose. All rights, title and interest in and to the user interface and Site, including any software, on or through the Site and Service shall belong to Rize or our licensors and suppliers, including all modifications thereof and enhancements thereto. The content and user interface made available from, on or through the Site or Service may not be copied, modified, republished, assigned, sold or distributed to you, nor may derivative works be prepared therefrom. The license granted to you pursuant to these Terms of Use is solely for your personal use (but not for resale or redistribution) as a user of the Site or Service and may not be used for any other purposes. No ownership rights are granted to you hereunder and no title is transferred hereby.

23 Risks. You acknowledge and agree to certain risks including the following:

- Past performance does not guarantee future results.

- By participating in Services you may lose opportunities to make other investments and to realize gains from such other investments.
- Data provided by Rize or the Broker may not be free from error or inaccuracies.
- While funds held in your Rize Account are not guaranteed by the Federal Deposit Insurance Corporation, any bank, or any government, such funds are protected by the Securities Investor Protection Corporation.

24. Relationship of the Parties. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your access or use of the Site or the Service. Our performance under this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your access or use of the Site and/or Service or information provided to or gathered by us with respect to such use.

25. General Terms.

25.1 Waiver. The waiver by Rize of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

25.2 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement will be deemed entered into in Delaware and will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. The Parties agree that any dispute arising under this Agreement will be resolved generally pursuant to the Binding Arbitration section above, but, if resort to the courts is necessary, exclusively in the state or federal courts in Delaware and the Parties hereby expressly consent to jurisdiction therein, waiving any defenses of jurisdiction or forum non conveniens. **THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY.**

25.3 Third Party Beneficiaries. Except as limited herein, this Agreement and the rights and obligations hereunder shall bind, and inure to the benefit of the Parties and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties and their successors and permitted assigns, any of the rights hereunder.

25.4 Entire Agreement. This Agreement, as may be amended from time to time, and each of its exhibits or appendices, constitute and contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements. Each Party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

25.5 Survival. All provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including Sections 1, 3,4, 6, 8, 9, 10, 11, 12, 14, 16, 17, 18, 21, 22, 24, and 25 and the definitions herein as applicable to interpretation of the foregoing shall survive the termination of this Agreement.

25.6 Severability. If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the Parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement.

25.7 Assignment. You may not transfer or assign this Agreement nor any your rights hereunder to any third party and any attempt to so transfer or assign will be rendered null and void. Notwithstanding the foregoing, Rize may assign this Agreement or any rights hereunder without consent: (i) to an entity that acquires all or substantially all of its stock, assets or business; or (ii) to an Affiliate. Except as provided in this section, any attempts by either Party to assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other Party shall be null and void.

25.8 Contacting Us. If you have any questions about this Agreement, please contact us as described on the website under "Contact Us" or at the mailing address provided below. We will attempt to respond to your questions or concerns promptly after we receive them.

E-mail: support@rizemoney.com

Call: 1(202) 730-9897

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