

## Cudos LLC

### Terms of Use

Last Modified March 1, 2019

These Terms of use (these “**Terms**”) set forth the terms and conditions between Cudos LLC, an Arizona limited liability company (“**Cudos**”, “**we**,” “**us**,” or “**our**”) and you (“**you**” or “**your**”) and governs your use of our website ([www.cudosc corp.com](http://www.cudosc corp.com)) or any associated websites and mobile applications (collectively, the “**Site**”), and our products and services (the “**Services**”).

**BY ENTERING, ACCESSING, BROWSING, SUBMITTING INFORMATION TO, USING THE SERVICES, OR OTHERWISE USING THE SITE, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS.**

**We reserve the right to modify or supplement any or all of these Terms from time to time without notice to you. We reserve the right, in our sole discretion, to restrict, change, suspend, or terminate access to all or any part or aspect of the Site or Services, including the availability of any feature, database, information, or content, at any time and without prior notice or liability. Continued use of the Site or Services following posting of any changes to these Terms constitutes your acceptance of the changes. If you do not agree with these Terms at any time, you are required to stop using the Site and Services. We encourage you to print a copy of these Terms for your records.**

Our privacy policy (“**Privacy Policy**”) describes how we may use your personal information, including protected health information. Your acceptance of these Terms constitutes your acceptance of the Privacy Policy, which is incorporated herein by this reference. If you object to your personal information being used as described in the Privacy Policy, please do not use or access the Site or Services.

#### **1. Accounts; Users.**

(a) Accounts. To use portions of the Site and to use the Services, you will be required to register with the Site and establish a user account on our Site (a “**User Account**”) and open advisory accounts (each an “**Advisory Account**”), through which contributions or deposits you make will be invested in accordance with the advisory services that we provide to our clients (the “**Program**”). If you are an employer, we also allow you to establish an employer account on our Site (an “**Employer Account**”) which can be used to manage and sponsor Advisory Accounts owned and controlled by you, your employees, independent contractors or other persons affiliated with your business that approve to participate. Unless indicated to the contrary, the term “**Accounts**” refers to your User Account and your Advisory Accounts.

(b) User IDs; Passwords. Your e-mail address will be your “**User ID**” for purposes of your Accounts and/or Employer Account. “**Password**” means one or more authentication

devices (including alphanumeric codes) associated with a User ID that is required for access to your Accounts and Employer Agreement, as applicable. Cudos reserves the right to terminate, suspend, or change any User ID(s) or Password(s), in its sole discretion. You are the only person who may use your User ID and Password to access the Site. You are solely responsible for maintaining the security of your devices used for accessing the Site and Services and for the confidentiality of your Account and Employer Account information, as applicable, including your access credentials. You are solely responsible for maintaining the confidentiality of your Password and you may not share your Password(s) with others. You are solely responsible for any and all activity that occurs under your Account and Employer Account, as applicable, including use of your account by any third party. You agree to notify us immediately of any known or suspected unauthorized use of your account, if the confidentiality of your Password(s) has been compromised, or any other breach of security, by e-mailing us at [support@cudoscorp.com](mailto:support@cudoscorp.com) or calling us at 480-938-8833.

(c) Written Agreements. If you decide to participate in the Program, you must enter into an “**Agreement**”, which term refers collectively to an Investment Advisory Agreement between you and Cudos (the “**Advisory Agreement**”) and a Custodial Agreement between you and the custodian (the “**Custodian**”). The scope of any investment advisory relationship Cudos has with you is defined in the Advisory Agreement. Except as otherwise stated in the Advisory Agreement, material provided on the Site and Services is provided solely on the basis that it is educational only and will not constitute investment advice. Your use of a Custodian does not constitute or imply Cudos’ recommendation or endorsement of such Custodian. If you participate in the Program and there is a conflict between these Terms and the terms of an Agreement, the terms of the Agreement will govern solely with respect to the applicable services covered by the Agreement.

(d) Your information. You agree to provide, when you create an Account and as requested through the Site, accurate, current and complete information about yourself including, but not limited to, your name, social security number or other tax identification number, address, e-mail address, and certain information about your financial situation, time horizon, and risk tolerance (collectively, your “**Client Information**”). If you create an Employer Account on the Site you also agree to provide, accurate, current and complete information about the business you own, control, or manage, including, but not limited to, company name, employees names, industry, employee size, location (collectively, your “**Employer Information**”). You further agree to promptly update your Client and/or Employer Information when it changes to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect such, we reserve the right to terminate your Accounts and refuse any and all current or future use of the Site and the Services by you. You represent and warrant that you have the authority to disclose the Client Information and Employer Information to Cudos and such disclosure will not violate any laws, including without limitation Health Insurance Portability and Accountability Act, P.L. 104-191, and its associated regulations.

(e) Authority. By using the Site or Services, you represent and warrant that you: (i) are at least twenty-one (21) years of age; (ii) legally reside in the United States or on a United States military base; (iii) own or have sufficient authorization to use the computer, mobile

device, technology or other device you use to access the Site and use the Services; and (iv) are capable of forming a binding contract under the laws of the United States. If you are creating an Employer Account, you represent and warrant that you have the authority to create such account on behalf of the employer.

**2. Fees.** Cudos will notify you via email whether your use of the Services is sponsored or unsponsored by your employer, or upon a change of your sponsorship status. For any and all times you are unsponsored (whether or not you received any notice pertaining thereto), you shall be responsible for any and all fees that Cudos may charge in connection with the Services (the “Fees”), and you authorize and agree Cudos may withdraw such Fees from your Advisory Account.

**3. Exchange of Information.** The communications between you and Cudos use electronic means, whether you use the Site, Services, or send Cudos emails, or whether Cudos posts notices on the Site or communicates with you via email. You (a) consent to receive communications from Cudos in an electronic form, via email; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Cudos provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. Although email messages are generally reliable, email messages can be transmitted improperly or wrongfully intercepted. Cudos does not warrant or guarantee that the transmission of email messages will be uninterrupted or transmitted without error.

**4. Mobile Services.** When you access the Site or Services through a mobile device, 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. You acknowledge and agree that your use of the Site and Services must be in accordance with the usage rules established by your mobile device platform or service provider.

## **5. License; Intellectual Property.**

(a) License. Subject to these Terms, we grant you a personal, non-exclusive, non-transferable, non-sublicensable, limited and revocable license to access the Site for your own personal use and **not** for any other purpose, including, but not limited to, any commercial use (“**Your License**”). All rights, title, and interest in and to the Site and its Content (defined below) shall belong to us or our Licensors and Suppliers (as applicable and as defined below), including all modifications thereof and enhancements thereto.

(b) Content. As used in these Terms, “**Content**” means all text, videos, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, artwork, algorithms, functionalities, features, data and databases, computer code, downloads, and all other content, including, but not limited to, design, structure, “look and feel,” and arrangement of the content, available on or through the Site. All Content is owned, controlled, or licensed by or to us, and is protected by law, including United States trade dress, copyright, database, and trademark laws, and other state, national, and international laws and regulations regarding intellectual property rights and unfair competition. The Content and the Site are operated and maintained by Cudos and its affiliates, and/or their licensors and suppliers (which may include lessors, lessees, owners,

sellers, buyers, agents, brokers, multiple listing services, builders, service providers, content providers, vendors, and others) (collectively, “**Licensors and Suppliers**”). Except as expressly provided in these Terms, no part of the Site or the Content may be copied, reproduced, republished, posted, publicly displayed, translated, assigned, sold, distributed, or modified, nor may derivative works be prepared therefrom for any other purpose, including, but not limited to, any commercial use. Subject to the limited rights to use the Site, Content, and the Services as expressly granted to you pursuant to these Terms, we retain all right, title, and interest in and to the Site, Content, and the Services, including all related intellectual property contained therein.

(c) Trademarks. The name Cudos LLC, the Cudos logo, and other trademarks, service marks, graphics, and logos of Cudos LLC used in connection with the Site are our, or our applicable affiliate’s, trademarks or registered trademarks (collectively “**Cudos Marks**”). Other trademarks, service marks, graphics, and logos used in connection with the Site are the trademarks of their respective owners (collectively “**Third Party Marks**”). Nothing contained on this Site should be construed as granting any license or right to use any of the Cudos Marks or Third Party Marks displayed on this Site without prior written permission from us or any party that may own any of the Third Party Marks.

(e) No Ownership. Except as expressly granted herein, you have no right or claim of right to the Content, Cudos Marks, Third Party Marks, or to any proprietary information, methods, algorithms, or know-how found on or accessible through the Site. No ownership rights are granted to you hereunder and no title is transferred hereby.

## **6. Third Party Sites; Advertisers.**

(a) Third Party Sites. As you use the Site or Services, you may encounter windows and links that take you to web pages or websites of other companies to make their products and services available to you or to enable you to communicate directly with those companies (“**Third Party Site**”). Your use of such web pages or websites, while subject to these Terms, is also subject to and governed by the terms and guidelines, if any, contained within such web page or website. Cudos does not endorse, and takes no responsibility for such products, services, websites, and materials. Cudos is not responsible for and has no liability for the privacy or other practices of any such third party. Cudos recommends that you review the privacy policies of each website you visit.

(b) Advertisers. Cudos has relationships with one or more advertisers, including operators of websites matching consumers with providers of various financial products and services, pursuant to which Cudos compensates such advertiser for the advertising services provided. Such advertising relationships are not related to any client referrals, and, to the extent that Cudos may from time to time make any cash payments for client referrals to third parties, Cudos conducts any such referral arrangements consistent with applicable laws, including Rule 206(4)-3 under the Advisers Act of 1940.

(c) Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY (1) YOUR RELIANCE ON ANY CONTENT INCLUDING ANY OPINION, ADVICE, CONTENT, OR OTHER INFORMATION AVAILABLE THROUGH THE SITE OR ANY

THIRD PARTY SITE OR (2) YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A THIRD PARTY SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY OPINION, ADVICE, OR OTHER CONTENT AVAILABLE ON OR THROUGH THE SITE OR OBTAINED FROM A THIRD PARTY SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE, CONTENT, OR OTHER INFORMATION CONTAINED ON THIS SITE OR ANY THIRD PARTY SITE.

**7. Use and Restrictions.** Subject to the provisions in these Terms, you may use the Site for personal use and non-commercial purposes. You are prohibited from violating or attempting to violate the security of the Site or Services, or otherwise abusing the Site or Services. You shall not reverse engineer, de-compile, or otherwise translate, in any way, the Content, the Site, the Services, and user interfaces made available from, on, or through the Site. The framing, mirroring, scraping or data-mining of the Site or any of its content in any form and by any method is strictly prohibited. You may not access the Site or Services through spiders, robots or any other software programs or electronic means that perform multiple, automated, successive queries. You may not use any collaborative browsing or display technologies in connection with your use of the Site or Services. You agree not to use the Site or Services for any illegal purpose, in violation of any law or regulation, or in any manner inconsistent with these Terms. You agree not to impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity. You agree not to input, distribute, upload, post, transmit or otherwise make available any content or data through the Site or Services that: (i) is confidential; (ii) is unlawful, improper, abusive, harassing, libelous, defamatory, obscene, pornographic, threatening or otherwise objectionable; (iii) you are not authorized or have the right to make available; (iv) violates the rights of others, such as content that infringes any patent, trademark, trade secret, copyright, other proprietary rights or violates any right of privacy or publicity; (v) violates the property rights of others; (vi) offends the community standards of users of the Site or Services; (vii) contains software viruses or any other computer code, files or programs designed to work around any technical limitations in the Site or Services or perform or that would interfere with the proper working of the Site or Services; or (viii) otherwise violates any applicable law. Violations of this Section may result in civil or criminal liability.

## **8. Submissions; Data.**

(a) Comments. All comments, feedback, suggestions, ideas, and other submissions (“**Comments**”) disclosed, submitted or offered by you related to the Site or Services shall be owned by Cudos and by such disclosure, submittal or offer you agree to assign and hereby assign all rights therein to Cudos. Cudos is under no obligation (a) to maintain any Comments in confidence, (b) to pay compensation for any Comments, or (c) to respond to any Comments.

(b) Aggregated Data. Notwithstanding anything to the contrary contained in these Terms or the Privacy Policy, the Company may aggregate user content, data, and information in such a way that that it will not identify you. Any such content, data, and information received by your employer may be similarly aggregated pursuant to the terms of the service agreement between the Company and your employer. The Company may use that aggregated data to develop and improve the Site and Services and any other lawful purpose.

**9. Claims of Copyright Infringement Under the Digital Millennium Copyright Act.**

We will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act, 17 U.S.C. § 512, et seq. (“DMCA”) and other intellectual property laws. If you believe that your work has been copied and used on the Site in a way that constitutes copyright infringement, please provide Cudos’ designated Copyright Agent with the following information:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed;
- (b) identification and description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list and description of such works at that site;
- (c) identification and description of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled;
- (d) information reasonably sufficient to permit us to locate such material;
- (e) information reasonably sufficient to permit us to contact you, including your address, telephone number, and e-mail address;
- (f) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law; and
- (g) a statement by you, made under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the copyright owner.

It is often difficult to determine if your rights have been violated. We may request additional information before we remove any allegedly infringing material. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs, and attorney’s fees incurred by us in connection with the written notification and allegation of copyright infringement. Only notices under that DMCA should be submitted to the Copyright Agent. Cudos cannot take any action with respect to any take down request unless the notice includes all of the information requested.

**Cudos’ Copyright Agent for notice of claims can be reached at:** Cudos LLC, 7377 E Doubletree Ranch Rd # 100, Scottsdale, AZ 85258, Attn: Copyright Agent; by phone at (480) 938-8833; or by email at [support@cudoscop.com](mailto:support@cudoscop.com) (Please include “Copyright Notice of Infringement” in the subject line).

**10. Termination.**

(a) Termination. You may terminate these Terms, with or without cause and at any time, by discontinuing your use of the Site and Services. Cudos may, without notice, suspend your access to the Site or Services, or terminate these Terms, Your License, or Your Account for any of the following reasons: (i) your failure to comply with any provisions of these Terms; or (ii) your unauthorized or unlawful use of the Site or Services. Notwithstanding the forgoing, Cudos reserves the right, in its sole discretion, to restrict, suspend or terminate access to all or any part or aspect of the Site or Services, at any time and without prior notice or liability. Upon termination of this Agreement for any reason, Cudos shall have no continuing obligation to you. THE TERMINATION OF THESE TERMS MAY HAVE IMPLICATIONS ON YOUR ACCOUNT, INCLUDING TAX IMPLICATIONS; YOU ARE SOLELY RESPONSIBLE FOR YOUR ACCOUNT AFTER THE TERMINATION OF THESE TERMS.

(b) Survival. The parties agree that the indemnification provisions, and all such similar terms which, by their substantive intent are intended to survive termination of these Terms, shall survive the termination of this Agreement.

## **11. Warranties; Disclaimers.**

**WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SITE AND THE SERVICES. THE SITE AND SERVICES PROVIDED BY US AND OUR THIRD PARTY PROVIDERS ARE PROVIDED ON AN “AS IS”, “WITH ALL FAULTS”, AND “AS AVAILABLE” BASIS. CUDOS AND ITS AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AND LICENSORS AND SUPPLIERS (COLLECTIVELY, THE “COMPANY PARTIES”) EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION: (1) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (2) THE CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY OF THE SITE AND ITS CONTENT; (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; (4) THE SITE AND ITS CONTENT CONFORMING TO ANY FUNCTION, DEMONSTRATION, OR PROMISE BY ANY COMPANY PARTY; AND (5) THAT ACCESS TO OR USE OF THE SITE, OR THEIR RESPECTIVE CONTENT WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

THE CONTENT, SOFTWARE, SERVICES, AND DESCRIPTIONS OF SERVICES PUBLISHED ON THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND WE SPECIFICALLY DISCLAIM ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. WE DO NOT WARRANT OR REPRESENT THAT THE SITE OR CONTENT IS COMPLETE OR UP-TO-DATE. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY AND WE DO NOT HAVE ANY OBLIGATION TO UPDATE THAT INFORMATION. NEITHER WE NOR ANY OF OUR THIRD PARTY

PROVIDERS HAVE ANY RESPONSIBILITY TO MAINTAIN THE DATA, SITE INFORMATION OR SERVICES MADE AVAILABLE THROUGH THE SITE OR TO SUPPLY ANY CORRECTIONS, UPDATES OR RELEASES IN CONNECTION WITH THAT DATA, CONTENT, OR SERVICES. THE CONTENT AND AVAILABILITY OF THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. WE DO NOT REPRESENT OR GUARANTEE THAT THE SITE WILL BE AVAILABLE OR FREE FROM LOSS, ATTACK, HACKING, OR OTHER SECURITY INTRUSION, AND WE EXPRESSLY DISCLAIM LIABILITY FOR ANY SECURITY-RELATED LOSSES OR DAMAGES. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE AND ITS CONTENT OR ANY FEATURE OR PART THEREOF AT ANY TIME. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM ANY LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE DEVICES, AND ELECTRONIC COMMUNICATIONS. WE DO NOT GUARANTEE THE SITE OR THE SERVICES WILL BE OPERABLE AT ALL TIMES OR AT ANY PARTICULAR TIME OR THAT ACCESS WILL BE CONTINUOUS OR UNINTERRUPTED.

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR THE SITE OR YOUR RELIANCE THEREUPON IN TERMS OF THEIR CORRECTNESS, QUALITY, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. ADDITIONALLY, WE DO NOT WARRANT THE ACCURACY OF CUSTOMER RATINGS OR COMMENTS.

WE MAKE NO REPRESENTATION OR WARRANTY AS TO WHETHER THE SITE, SERVICES, ACCOUNTS, OR PROGRAM ARE COVERED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED FROM TIME TO TIME, AND THE RULES AND REGULATIONS THEREUNDER, OR OUR COMPLIANCE THEREWITH.

You represent and warrant to Cudos that (a) all information, including, without limitation, Client Information, that you provide to us is complete, accurate, and truthful, and you will update such information with Cudos as soon as it changes, (b) you have the authority to share Client Information, Feedback, User Generated Data, and User Materials with us and to transfer to us and/or otherwise grant us the rights (as applicable) to the foregoing as provided in these Terms and our Privacy Policy, (c) your acceptance and use of the Site and Services pursuant to these Terms does not violate any applicable law or other contract or obligation to which you are a party or are otherwise bound, (d) you will not use the Site or Services in connection with any fraudulent or illegal activity or in any manner which interferes with the operations of the Site or Services, (e) the account with your mobile service provider for the mobile device on which you are using the Services or Site, is current and in good standing, and (f) none of the Feedback, User Generated Data, and User Materials infringe, misappropriate, or otherwise violate the intellectual property or other proprietary rights, including any copyrights, trademarks, trade secrets, right of privacy, or right of publicity, of any person.

THESE DISCLAIMERS ARE INDEPENDENT OF ANY OTHER PROVISIONS OF THESE TERMS.

## **12. No Liability and Limitation of Remedies; Release; Indemnification.**

(a) Limitation of Liability. **YOU AGREE THAT YOUR ACCESS AND USE OF THE SITE AND SERVICES IS AT YOUR OWN RISK, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SITE OR SERVICES OR THE DOWNLOAD OF ANY CONTENT; ANY RELIANCE BY YOU UPON THE INFORMATION AVAILABLE ON THE SITE OR LOCATED THROUGH UTILIZATION OF THE SERVICES; AND ANY OF YOUR INTERACTIONS WITH ANY THIRD PARTIES, INCLUDING ADVERTISERS AND OTHER USERS, IDENTIFIED THROUGH THE SITE.**

IF YOU BECOME DISSATISFIED WITH THE SITE OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND SERVICES. THIS LIMITATION ON DAMAGES IS ESSENTIAL TO THIS AGREEMENT AND THE SITE AND SERVICES WOULD NOT BE PROVIDED AT THIS RATE WITHOUT SUCH LIMITATION.

IN NO EVENT SHALL CUDOS OR ANY OF THE COMPANY PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SITE, CONTENT, SERVICES, OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED OR IF CUDOS HAD BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE OR WHETHER SUCH LIABILITY, LOSS OR DAMAGE WAS FORESEEABLE.

**IN NO EVENT SHALL CUDOS', OR ANY OF THE COMPANY PARTIES', TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE AMOUNT PAID BY YOU TO CUDOS, IF ANY, FOR ACCESSING OR USING THE SITE OR USING THE SERVICES IN THE PRIOR TWELVE MONTHS LEADING UP TO THE ALLEGED CONDUCT.**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO PORTIONS OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF CUDOS OR ANY OF THE COMPANY PARTIES, SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CUDOS OR ANY OF THE COMPANY PARTIES EXCEED \$1000. YOU ACKNOWLEDGE AND AGREE THAT THE SITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS AGREEMENT AND THAT THE DISCLAIMERS AND LIMITATION AND REMEDIES ARE REASONABLE.

(b) No Tax or Legal Advice. We will not provide tax or legal advice to you or with respect to your Account. You agree that none of the Content provided through the Site, Services, or the Custodian's Website is intended as, and shall not be deemed to be, tax or legal advice. You acknowledge that you should consult with a personal tax advisor before making tax-related investment decisions.

(c) Release. You hereby release and forever discharge Cudos and the Company Parties from all liability related to any and all claims, demands, and damages of every kind and nature known or unknown, that you may assert against another user, Custodian, your employer, if applicable, or third party arising out of the Services or Site. By entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

BY ACCESSING THE SITE AND SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES SUBSTANTIALLY AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

(d) Indemnification. You will indemnify, defend, and hold Cudos and all other Company Parties harmless for, from and against any and all claims, losses, damages, liabilities, judgments and fees and expenses (including reasonable attorneys’ fees and costs) arising out of: (i) your breach of these Terms; (ii) your infringement of the copyright or intellectual property rights of any third party; (iii) your use of the Site and Services; (iv) your violation of applicable laws, rules, or regulations in connection with your use of the Site or the Services; (v) our use of Feedback, User Generated Data, and User Materials generated, uploaded, or otherwise provided by you in accordance with these Terms; (vi) any dispute between you and your employer, you and a Custodian, you and another user, or you and a third party. Cudos reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle or otherwise dispose of any matter without Cudos’ prior written consent.

### **13. System Outages, Slowdowns, and Capacity Limitations; Force Majeure.**

Any computer system, service, or electronic device, whether it is yours, an internet service provider’s, a mobile network operator’s, or ours, can experience unanticipated outages, slowdowns, and/or capacity limitations. As a result of high internet traffic volume, transmission problems, systems capacity limitations, and other problems, you may, at times, experience difficulty accessing the Site or communicating with us through the internet or other electronic and wireless services. Cudos shall not be responsible for any failure to provide the Site or Services or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from an unforeseeable event beyond Cudos’s reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or

services controlled by any third party, including the providers of mobile, communications or network services; or utility power failure.

**14. International Use and Export.** Cudos makes no representation that the Site or Services are appropriate or available for use in locations outside the United States. Access to the Site or Services from countries or territories where such access is illegal is prohibited. Those who choose to access the Site or Services outside the United States do so on their own initiative and are responsible for compliance with the laws of the United States. The Site and Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Cudos, or any products utilizing such data, in violation of the United States export laws or regulations.

**15. General Terms.**

(a) Severability. If any provision of these Terms is deemed unlawful, void, or unenforceable for any reason, then such provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision or, if determined to be invalid or unenforceable, be deemed to be removed from these Terms and shall not affect the validity and enforceability of any remaining provisions. Our failure to enforce the strict performance of any provision of these Terms or the Agreements will not waive our right to later enforce those provisions.

(b) Notices. All notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the first business day after sending by e-mail. Unless otherwise required by applicable law, notices to us must be sent in writing via e-mail addressed to: [support@cudoscop.com](mailto:support@cudoscop.com), and notices to you will be sent to the e-mail address you provide to us, which addresses may be updated from time to time upon written notice to the other party.

(c) Assignability. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise. We may assign our rights and privileges under these Terms (including your user registration), without your consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets, or to an affiliate, or in connection with a change in control. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

(d) Construction; Entire Agreement. When the word “including” or “includes” are used in these Terms they mean “including but not limited to” or “includes but is not limited to”. You acknowledge that these Terms, together with the documents referenced herein, including the Privacy Policy, Investment Advisory Agreement, and terms governing any individual web page on the Site, represent the complete and exclusive statement of the agreement between us and supersede any proposal or prior agreement oral or written, and any other communications between us relating to your access or use of the Site and/or the Services. These Terms shall not be construed as creating any agency, partnership or joint venture between you and Cudos.

(e) Applicable Law; Jurisdiction; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with federal law and any applicable laws of the State of Arizona without regard to rules concerning conflicts of law or choice of law. Unless otherwise governed by a separate agreement, including, but not limited to, the Arbitration Agreement in the Investment Advisory Agreement, you and we agree and irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Maricopa County, Arizona with respect to any legal action or proceeding arising out of or relating to these Terms or the matters or services contemplated hereby, and consent to the service of process by the mailing to such party of copies thereof by certified mail to the other party. Each of the parties irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. The prevailing party in any litigation shall be entitled to recover from the other party its reasonable attorneys' fees (as determined by a court and not a jury) and related costs and expenses incurred as a result of the litigation in addition to such other relief as may be granted.

**16. Contact Us.** Any questions, complaints, or claims regarding the Site, Services, or Program should be directed to us at [support@cudoscop.com](mailto:support@cudoscop.com) or by calling us at 480-938-8833.