

TERMS AND CONDITIONS

Last Updated: February 1, 2024

1. “Internet Only” Adviser Service

Sidepocket is an “internet only” investment advisor. Under the Investment Advisors Act, Rule 203A-2(d), an “internet only” investment advisor cannot have personnel elaborate or expand upon the investment advice provided by its interactive website. An “internet only” investment advisor cannot simply aggregate and provide financial information in response to user-provided requests that do not include personal information. An “internet only” investment adviser’s interactive website must provide advice through computer-based models or applications based on personal information supplied by you the client.

Sidepocket’s disclosure statement, Form ADV Part 2A, and Form CRS are available here on www.sidepocket.com or through the SEC’s website through the Investment Adviser Search page at <https://adviserinfo.sec.gov/>.

In addition to serving as an investment adviser, Sidepocket is also a technology provider via its application which can be downloaded to a smartphone. Sidepocket also maintains this website, www.Sidepocket.com (“Sidepocket Website”) which is used only for providing general information about our company. Investment advisory services are only offered through the Sidepocket application (“Sidepocket App” or “App”). Everything Sidepocket offers through both the Sidepocket Website and Sidepocket App is referred to in these Terms of Service (collectively, the “Services”). In order to view the Sidepocket App or to engage us for investment advisory services you must register as a member and authorize the use and disclosure of your personal information for purposes of allowing us to provide the Services and as otherwise disclosed in our Privacy Policy.

Acceptance of these Terms and Conditions does not constitute an advisory relationship or contract with Sidepocket Inc. Execution of the Investment Advisory Agreement is required to enter into an investment advisory relationship with Sidepocket Inc.

Electronic Delivery Authorization

Client authorizes Sidepocket Inc. to deliver, and Client agrees to accept all required regulatory notices and disclosures, as well as all other correspondence from Sidepocket Inc., via electronic mail or our internet web site. We shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client’s last provided email address (or upon advising Client via email that such document is available on our web site). You may revoke this authorization at any time.

Client shall notify Sidepocket Inc., in writing, of any changes to Client’s email address. Until notified, we shall rely on the last email address provided by Client. Client acknowledges that he or she has the ongoing ability to receive and open standard electronic mail and corresponding electronic documents. If, at any time, Client's electronic delivery situation changes, or Client is unable to open a specific document, Client agrees to immediately notify us so that the specific issue can be addressed and resolved.

By accepting these Terms and Conditions, Client releases and holds Advisor harmless from any and all claims and/or damages of whatever kind resulting from Advisor's electronic transmission of information, provided that Advisor has correctly addressed the electronic transmission to Client and/or other intended recipient.

2. Our Services

The Sidepocket App is a conduit to give clients access to various model portfolios which allows the Client to select one that best fits their financial goals and risk tolerance. Clients will need to complete the online risk profile questionnaire that will identify their investment and risk preferences, the Sidepocket App then selects a narrowed selection of model portfolios that align with the risk profile. Clients also have the option to search the Sidepocket App and review all model portfolios.

Any information placed on the Sidepocket App by third parties are solely the views and responsibility of those posting such information or material and do not necessarily represent the views of Sidepocket. We reserve all of our rights to discontinue in our sole discretion the Sidepocket App, any parts thereof, or any Services provided on the Site in general or to any Client at any time.

IMPORTANT! PLEASE CAREFULLY READ THESE TERMS OF USE ("TERMS") IN ITS ENTIRETY BEFORE USING THE SIDEPOCKET APP. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS THE SIDEPOCKET APP. THESE TERMS GOVERN YOUR USE AND ACCESS OF THE SIDEPOCKET APP.

WHEN ACCESSING AND USING THE SIDEPOCKET APP AND / OR CONTENT, YOU AGREE THAT BY DOWNLOADING, USING, CONFIGURING, OR ACCESSING THE SIDEPOCKET APP, OR OTHERWISE SIGNIFYING YOUR ACCEPTANCE TO THESE TERMS AND FURTHER REPRESENT AND WARRANT THAT:

- a. YOU ARE AUTHORIZED TO ENTER INTO THESE TERMS OF USE FOR AND ON BEHALF OF YOURSELF (AND YOUR ORGANIZATION) AND ARE DOING SO;
- b. YOU (AND YOUR ORGANIZATION) CAN LEGALLY ENTER INTO THESE TERMS; AND
- c. YOU HAVE READ, UNDERSTAND, AND AGREE THAT YOU (AND YOUR ORGANIZATION) AND EACH USER SHALL BE BOUND BY THESE TERMS AND THE PRIVACY POLICIES OF SIDEPOCKET AND ALL MODIFICATIONS AND ADDITIONS PROVIDED.

BY USING THIS SIDEPOCKET APP, YOU ARE DEEMED TO HAVE ACCEPTED AND AGREED TO BE BOUND BY THESE TERMS REGARDLESS OF WHETHER OR NOT YOU ACTUALLY READ THESE TERMS. CERTAIN SECTIONS OR PAGES MAY CONTAIN SEPARATE TERMS AND CONDITIONS, WHICH ARE IN ADDITION TO THESE TERMS. YOU SHOULD READ THOSE ADDITIONAL TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THOSE SECTIONS OR PAGES, YOU ACCEPT AND AGREE TO BE BOUND BY THOSE ADDITIONAL TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO THESE TERMS OR THE PRIVACY POLICIES, PLEASE DO NOT USE THE SIDEPOCKET APP.

3. ELIGIBILITY

To access and use the Sidepocket App, you must be at least eighteen (18) years of age. BY DOWNLOADING, INSTALLING, CONFIGURING, OR OTHERWISE ACCESSING OR USING THE App, YOU REPRESENT THAT:

- a. YOU HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM THE APP;
- b. YOU CONFIRM THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH SIDEPOCKET;
- c. YOU WILL COMPLY WITH THESE TERMS AND ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS, RULES, AND REGULATIONS; AND
- d. YOU ARE NOT A COMPETITOR OF SIDEPOCKET AND DO NOT INTEND TO USE THE APP FOR REASONS THAT ARE IN COMPETITION WITH SIDEPOCKET OR OTHERWISE TO REPLICATE SOME OR ALL OF THE APP FOR ANY REASON.

4. RESTRICTIONS ON THE RIGHT TO USE

Sidepocket grants you a limited, revocable, nonexclusive license to use this App solely for your personal and non-commercial use, unless otherwise specified. You may not use any service provided by this App for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of Sidepocket. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, assign, sell or otherwise infringe on any intellectual property rights related to any information, content, software, products, or services obtained from or otherwise connected to this App unless otherwise expressly stated in these Terms or with Sidepocket's prior written consent.

You are prohibited from any unauthorized use of our systems or this App, including but not limited to unauthorized entry into our systems, misuse of passwords, or misuse of any information posted on this App. You may not attempt to gain unauthorized access to any Sidepocket site or service, computer systems or networks, or connect to any Sidepocket website or service, through hacking, password mining or any other means.

Unless otherwise expressly stated in these Terms or you receive Sidepocket's prior written consent, you may not use, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any information, data, software, programs, photographs, graphics, text, images, logos, icons, typefaces, audio and video material, and other material (collectively, "Content"), except as follows:

- a. Your computer may temporarily store copies of the App and such Content in RAM incidental to your accessing and viewing it;
- b. You may store files that are automatically cached by your web browser for display enhancement purposes;
- c. You may print or download a reasonable number of pages of the App and such Content for your own personal, non-commercial use, provided that you do not delete or alter any copyright, trademark, or other proprietary rights notices from copies of the App and such Content, and you do not further use, reproduce, publicize, or distribute any Content; or
- d. You may link to our App, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, promotion, or endorsement on our part, unless you first obtain our express written consent.

Without limitation, you shall not:

- a. Modify copies of the App and Content;
- b. Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text;
- c. Delete, copy, or alter any copyright, trademark, or other proprietary rights notices from copies of the App and Content;
- d. Impersonate or attempt to impersonate Sidepocket or its employees, representatives, subsidiaries, or divisions;
- e. Misrepresent your identity or affiliation with any person or entity;
- f. Engage in any conduct that restricts or inhibits any person's use or enjoyment of the App or interfere with another party's use of the App; or
- g. Attempt to gain unauthorized access to, interfering with, damaging, or disrupting any parts of the App, the server(s) on which the App is stored, or any server, computer or database connected to the App; or
- h. Use the App in any way that violates the applicable federal, state, or local laws, rules, or regulations.

If you wish to make any use of the App or any Content other than as set forth in these Terms, please submit your request to info@Sidepocket.com.

Use of this App may be monitored, tracked, and recorded. Users using this App expressly consent to such monitoring, tracking, and recording. You are responsible for being familiar with the current version of these Terms posted on the App during each session. If you violate any of these restrictions, Sidepocket may immediately terminate your right to use and access the App. Any use of the App and the Content not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. All Users' use and access to this App is at the discretion of Sidepocket and we may terminate any Users' use and access to this App at any time.

5. WEBSITE AND APP SECURITY

As a condition to your use of this App, you agree that you will not take any action intended to: (i) access data that is not intended for you; (ii) invade the privacy of, obtain the identity of, or obtain any personal information about any other user of this App; (iii) probe, scan or test the vulnerability of this App or Sidepocket's network or breach security or authentication measures; (iv) attempt to interfere with service to any user, host, or network or otherwise attempt to disrupt Sidepocket's business; or (v) send unsolicited mail, including promotions and/or advertising of products and services. Unauthorized use of the App, including but not limited to unauthorized entry into Sidepocket's systems, misuse of passwords, or misuse of any information posted to the App, is prohibited. Portions of the App are designated for password access only. In these instances, if you do not have an authorized password, no access is permitted.

6. PASSWORD SECURITY AND CONFIDENTIALITY

You are responsible for maintaining the confidentiality of any usernames, passwords, security questions and answers. All information available through the privileged area of the App is confidential. This includes all investment information and results, offering materials and regulatory notices, financial statements, and other information provided through this part of the App. You will use your best efforts to keep this information strictly confidential. You will not disclose this information to any unauthorized person or use it for any unauthorized purpose.

7. CHANGES AND INTERRUPTIONS TO SERVICE

The Services and the App may not always be available to you. We do not and cannot guarantee that the App and Services will be available to you at all times. We may, for example, perform maintenance on the App that requires it to be made unavailable. Services and the App may also be interrupted for other reasons beyond our control, such as interruptions caused by electrical, utility or internet outages, electronic or mechanical equipment or communication lines, telephone or other connectivity problems, network volume, third-party file server failure or software blocking of email delivery, computer viruses, unauthorized access, theft, pandemics, riots or civil unrest, or operator errors. Sidepocket shall not be liable for any interruptions or termination of Services.

8. COPYRIGHTS, TRADEMARKS, AND RESTRICTIONS ON THE USE OF MATERIALS

You acknowledge and agree that this App contains Content that is protected by copyrights, trademarks, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now or later developed. The Content is the property of Sidepocket and its affiliates, except as otherwise stated. The compilation (meaning the collection, arrangement, and assembly) of all content on the App, including its visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements provided, is the exclusive property of Sidepocket and is protected by U.S. and international copyright and trademark laws. You may not copy, modify, remove, delete, augment, add to, publish, transmit, participate in the transfer, license, or sale of, create derivative works from, or in any way exploit any of the content, in whole or in part, except as specifically permitted herein. Except as provided herein or as permitted by the fair use privilege under U.S. copyright laws, you may not upload, post, reproduce, perform, or distribute any Content in any way without obtaining the express permission of Sidepocket. Sidepocket reserves all rights not expressly granted in these Terms.

9. NO INVESTMENT, LEGAL OR TAX ADVICE; NO SOLICITATION OR OFFER

The Sidepocket Website its Content is for informational purposes only. Neither the information nor any opinion contained on the Sidepocket Website constitutes legal, tax or investment advice, or a solicitation or an offer to sell any securities or other financial instruments, or to provide any investment advice or service. Sidepocket is not using the Sidepocket Website to provide legal, tax, investment or other advice, and no information or material on the Sidepocket Website may be relied upon for the purpose of making or communicating investment or other decisions. Any decisions based on information contained on the Sidepocket Website are the sole responsibility of the user, and in exchange for using the Sidepocket Website, you agree to hold Sidepocket and its affiliates harmless from and against any claims for damages arising from any decisions that you may make based on such information.

Investment advisory services are offered through the Sidepocket App; however, nothing in the Sidepocket App is legal or tax advice or should be construed as such. Although there may be Content in the Sidepocket App which touches upon legal or tax matters, it is provided for informational purposes only and should not be used for legal or tax purposes.

10. PRIVACY POLICY

Your privacy is important to us. Our goal is to make the App as good, useful, and rewarding for you as possible. In order to do so, Sidepocket may collect and process information from you as you use the App. Sidepocket will collect certain personally identifiable information from you. Please refer to the Privacy Policies for more details. By accessing or using the App, you agree that Sidepocket may

collect, use, and disclose the information you provide when you access and use the App, pursuant to our Privacy Policies.

11. COMMUNICATION CONFIDENTIALITY

Information submitted to this App should not be considered secure or confidential, and Sidepocket makes no representations whatsoever concerning the security of confidentiality of such information and makes no specific representation that any information submitted through this App will be received by Sidepocket.

12. USE OF LINKS

Sidepocket may include links, directory listings or references to other websites or services ("Third-Party Sites") solely as a convenience to Users. These links, directory listings or references may include affiliate marketing, sponsored posts, other unaffiliated websites that we think may be of interest to our Users, and billing and payment services. Use of any links contained on this Site is at your own risk. The content to any Third-Party Sites may not have been developed, checked for accuracy, or otherwise reviewed by Sidepocket, which makes no warranties, either express or implied, or representations as to, and shall have no liability for, any Third-Party Sites or content, including without limitation, the accuracy, subject matter, quality, or timeliness of any electronic content. Links to unaffiliated websites do not imply any endorsement of or responsibility for the opinions, ideas, products, information, or services offered at such sites, or any representation regarding the content at such Third-Party Sites and we expressly deny any such endorsement or representation. In addition, Third-Party Sites may have a privacy policy or security practices different from this App. Please read the policies of those Third-Party Sites before sharing your personal information. You hereby waive any claim you might have against Sidepocket and its affiliates with respect to such Third-Party Sites.

13. CONTENT DISCLAIMER

Although the information provided to you on the Sidepocket Website or App is obtained or compiled from sources that we believe to be reliable, Sidepocket cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you for any particular purpose. You understand that when using the Sidepocket Website or App, you may be exposed to Content from a variety of sources, and that Sidepocket is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Sidepocket with respect thereto. Sidepocket does not endorse any Content, or any opinion, recommendation or advice expressed therein, and Sidepocket expressly disclaims any and all liability in connection with such Content. If notified by a User or a content owner of any Content that allegedly does not conform to these Terms, Sidepocket may investigate the allegation and determine what recourse (if any) it might have. For clarity, Sidepocket does not permit copyright infringing activities on or through its Website, App, or Content.

14. DISCLAIMER OF WARRANTIES

You expressly agree that the Content, including, but not limited to any data, assessments, results, information, third-party software, content, third-party site, services, or applications made available in conjunction with or through the App are provided on an "AS IS" and "AS AVAILABLE", "WITH ALL FAULTS" basis and Sidepocket does not expressly or impliedly warrant the accuracy, adequacy, or

completeness of any such information or materials, and expressly disclaims liability for errors or omissions in such information and materials. The Content on this App may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and we do not undertake any obligation or responsibility to update or amend any such information. No warranty of any kind, implied, express, or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

Sidepocket cannot and does not guarantee continuous, uninterrupted, error-free, or secure access to the App. Users are responsible for taking all precautions necessary to ensure that any information and materials they may obtain from or through this App is free of viruses and other disabling contamination. Information submitted to this App should be considered neither secure nor confidential unless provided for by applicable law. Sidepocket makes no representation whatsoever concerning the security or confidentiality of such information and specifically makes no representation that any information submitted through this App will be received by Sidepocket. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN CONTENT, INFORMATION, MATERIALS, ASSESSMENTS, RESULTS OR DATA THROUGH THE APP OR ANY THIRD-PARTY SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

IN NO EVENT WILL SIDEPOCKET NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING IN CONNECTION WITH THIS APP OR ITS USE, OR THE INABILITY TO USE, BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF SIDEPOCKET OR ITS AFFILIATES AND REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

NEITHER SIDEPOCKET, NOR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS OR EMPLOYEES, NOR ANY THIRD PARTY VENDOR, WILL BE LIABLE OR HAVE ANY RESPONSIBILITY OF ANY KIND FOR ANY LOSS OR DAMAGE THAT YOU INCUR IN THE EVENT OF ANY FAILURE OR INTERRUPTION OF THIS APP, OR RESULTING FROM THE ACT OR OMISSION OF ANY OTHER PARTY INVOLVED IN MAKING THIS APP, THE DATA CONTAINED HEREIN OR THE PRODUCTS OR SERVICES OFFERED ON THIS APP AVAILABLE TO YOU, OR FROM ANY OTHER CAUSE RELATING TO YOUR ACCESS TO, INABILITY TO ACCESS, OR USE OF THE APP OR THE CONTENT, WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF SIDEPOCKET OR OF ANY VENDOR PROVIDING SOFTWARE OR SERVICES.

15. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, NEGLIGENCE, WILL SIDEPOCKET OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR

LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE APP OR ANY THIRD-PARTY SITE, OR ANY OTHER INTERACTIONS WITH SIDEPOCKET OR ANY OTHER CLIENT, EVEN IF SIDEPOCKET OR A SIDEPOCKET AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY THIRD-PARTY SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN SIDEPOCKET AND RECEIVED THROUGH OR ADVERTISED ON ANY PART OF THE APP OR RECEIVED THROUGH ANY THIRD-PARTY SITES. SIDEPOCKET WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT COULD RESULT FROM INTERCEPTION BY THIRD PARTIES OF ANY INFORMATION OR SERVICES MADE AVAILABLE TO YOU VIA THIS APP.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

16. INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD SIDEPOCKET, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY BREACH OF THE TERMS OF THIS AGREEMENT BY YOU. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE OF THIS APP, ANY INFORMATION OBTAINED FROM OR THROUGH THIS APP, ANY VIOLATION BY YOU OF THESE TERMS, OR ANY BREACH OF THE REPRESENTATIONS, WARRANTIES, AND COVENANTS MADE BY YOU HEREIN. SIDEPOCKET RESERVES THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY SIDEPOCKET AND YOU AGREE TO COOPERATE WITH SIDEPOCKET'S DEFENSE OF THESE CLAIMS. SIDEPOCKET WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION, OR PROCEEDING UPON BECOMING AWARE OF IT. YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS' FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE APP AND ANY INFORMATION ACCESSED FROM THIS APP.

17. RELATIONSHIP OF THE PARTIES

Nothing contained in these Terms, or your use of the App shall be construed to constitute either party as a partner in any venture, employee, or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise,

any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

18. WAIVER

The failure of Sidepocket to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. Any waiver of these Terms by Sidepocket must be in writing and signed by an authorized representative of Sidepocket.

19. MODIFICATION OF TERMS

Sidepocket reserves the right, with or without notice, to make changes to these Terms at Sidepocket's sole discretion. YOUR CONTINUED USE OF ANY PART OF THIS APP CONSTITUTES YOUR BINDING ACCEPTANCE OF SUCH CHANGES TO THESE TERMS. You should review these terms periodically to determine if any changes have been made. The most current version of this agreement, which supersedes all previous versions, can be reviewed by going to the Sidepocket Website. Additionally, if the modified Terms materially alter your rights or obligations, Sidepocket may require you to provide consent by accepting the modified Terms. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THIS APP. To the extent that any modifications to the Terms or Privacy Policies are not allowed under applicable laws, the prior most recent version of the Terms or Privacy Policies shall continue to apply.

20. TERMINATION

You agree that Sidepocket, in its sole discretion, for any or no reason, and without penalty, may terminate your access and use of the App or any account (or any part thereof) that you may have with Sidepocket, and remove and/or discard all or any part of your account or user profile, at any time, with or without notice. Sidepocket may also in its sole discretion and at any time prohibit you from accessing and using the App or discontinue providing access to the App, or any part thereof, with or without notice. Any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies that Sidepocket may have at law or in equity. As provided herein, Sidepocket does not permit copyright infringing activities on the App and Sidepocket shall be permitted to terminate access to the App. BY ACCEPTING THESE TERMS, YOU WAIVE AND SHALL HOLD SIDEPOCKET HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY SIDEPOCKET DURING OR AS A RESULT OF ITS INVESTIGATIONS AND / OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SIDEPOCKET OR LAW ENFORCEMENT AUTHORITIES.

Termination of your access and use of the App by Sidepocket as described in this Section 20 will constitute the termination of any Investment Advisory Agreement that you have with Sidepocket Inc. The provisions of the termination of an Investment Advisory Agreement can be found in the Investment Advisory Agreement.

21. GEOGRAPHIC RESTRICTIONS

The information provided on this App is not intended for distribution to, or for use by any person or entity that resides outside of the United States, or in any jurisdiction where such distribution or use would be contrary to law or regulation or which would subject Sidepocket or any affiliate to any

registration requirement within such jurisdiction or country. This App is operated by Sidepocket from its offices in the United States, and the information on this App may not be appropriate or available for use in or from jurisdictions outside the United States. Those who choose to access this App from other locations do so on their own initiative and are responsible for compliance with applicable local laws you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Sidepocket with respect thereto. You may not use or export the materials on this Site in violation of U.S. export laws and regulations.

If you are a California resident, you are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (800) 952-5210.

22. GOVERNING LAW

Your use of this App constitutes your irrevocable agreement that these Terms and any issues relating to the information available on this App or any dispute that may arise between you and Sidepocket or its affiliates, are to be governed exclusively by the laws of the State of Delaware, excluding the application of its conflicts of law rules, and the federal laws of the United States, to the extent applicable. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THIS APP OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

23. ARBITRATION

Any controversy, dispute or claim arising out of or related to these Terms of Service, or your use of the Services shall be settled by confidential final and binding arbitration to be conducted by an arbitration tribunal in a location of mutual agreement, pursuant to the rules of the American Arbitration Association. The arbitration tribunal shall consist of one arbitrator. The decision or award of the arbitrator shall be a final, written, reasoned decision, together with a calculation of any award, shall be treated as confidential by all the parties, and judgment upon such decision or award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision or award and an order of enforcement. The arbitrator shall have the authority to impose equitable and injunctive relief as well as to award monetary relief, including attorney's fees, as the arbitrator deems appropriate.

24. CONTENT TO BE REVIEWED IN ITS ENTIRETY; SEVERABILITY.

These Terms meant to be reviewed in their entirety, including any footnotes, legal disclaimers, restrictions, disclosures, or hedge clauses, for any partial content in the same manner as they do to the whole, and they will be deemed incorporated in the portion of any content or document that you consult or download. If any part of these Terms is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. In addition, in such an event the unenforceable or invalid provision shall be deemed to be modified to the extent necessary to (i) render it valid and enforceable and (ii) give the fullest effect possible to the original intent of the provision.

25. ENTIRE AGREEMENT

These Terms constitute the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Sidepocket with respect to the App and any service it provides. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies, guidelines, or rules that may apply when you use the App or any of its services.

Nothing in these Terms should be construed as a waiver of any right you may have under applicable law.