



Investment Advisory Agreement

440 Davis Court, Suite 615
San Francisco, CA 94111

www.loved.com

Effective January 16 2020

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

You ("you" or "Client") and Elevated Principles, Inc. ("Loved," "we" or "our"), a Delaware corporation and an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, agree to enter into a financial advisory relationship, subject to the terms and conditions of this Investment Advisory Agreement ("Agreement"), which will allow Loved to provide the Services described in this Agreement in consideration of the mutual covenants in this Agreement, as follows:

1. Client Services: Client engages Loved to provide the following services (collectively, the "Services") for each Client and account established by Client under this Agreement ("Loved Account") subject to the terms and conditions of this Agreement:

- (a) Loved will determine from time to time which exchange traded funds ("ETF"s) and mutual funds or other securities are offered by Loved.
- (b) Loved will administer Loved Accounts, including such matters as regulating timing of Client's purchases and sales, allowances of Client's deposits and withdrawals, and providing a market sweep program. All Client orders are executed through the Loved average price account, which allocates all executions to the Client's Loved Account with any residual shares resulting from rounding allocated to the Loved inventory account. The Loved inventory account is the account in which Loved holds the residual balances of fractional shares purchased; the shares held in such account are not owned by the Client.
- (c) Loved will implement the investment decisions of the Client, with the understanding that Client is solely responsible for evaluating the merits and risks associated with any investments.

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- (d) Loved will advise Client concerning the investment and reinvestment of those assets held in a Loved Account solely through its application on mobile devices and through its website at www.loved.com, including any updates and changes, (collectively, the "Application"). In making investment recommendations, Loved will only consider the information provided by Client and Loved will rely on that information.
 - (e) Loved will provide access for the Client to its Loved Account information via the Application, including reporting information about goals progress, Loved Account status, securities positions and balances. Loved may also send Client periodic email communications describing goal progress, Loved Account information, and product features. Loved may also contact Client to review and consider any updates to the information previously provided by Client.
 - (f) Loved may provide Client access to its Loved Account through an Access Device, including a card, code, or other means of access to the account, or any combination thereof, that may be used by Client to initiate electronic fund transfers. An Access Device becomes an Accepted Access Device when the Client (i) requests and receives, or signs, or uses (or authorizes another to use) the Access Device to transfer money between accounts or to obtain money, property, or services; (ii) requests validation of an Access Device issued on an unsolicited basis; or (iii) receives an Access Device in renewal of, or in substitution for, an accepted access device from Loved or a successor.
 - (g) Loved imposes an investment limit of \$10,000 per account per day, and a limit on gifts made to third party accounts of \$5,000 in aggregate per day.
 - (h) Loved reserves the right to cancel or suspend any transaction due to fraud or for any other reason, including legal compliance and related concerns.

Loved's obligation to provide the above services is subject to Client's compliance with all terms of this Agreement. Nothing in this Agreement will give Loved any discretionary authority, including authority to direct any Client or beneficiary cash or securities or to take possession of any assets in an account.

- 2. Services Outside Scope of Engagement:** Loved will not provide Client with the following services:

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- (a) Loved will not provide tax, accounting, or legal advice. Loved encourages Client to work closely with Client's attorneys, accountants, and other appropriate professionals.
 - (b) Loved will not act as the custodian for any account. Apex Clearing Corp. shall be the custodian for any account at Loved, and Apex shall have possession of the assets of the accounts or provide custodian level statements. The Client will complete the necessary application materials to open an account with Apex Clearing Corp. Apex Clearing Corp, is a "qualified custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the "Advisers Act").
 - (c) Loved will not act as the broker for any account. Apex Clearing Corp. shall be the broker/dealer for any account at Loved. Apex Clearing Corporation which will execute all orders on behalf of any account and will forward to the Client, not Loved, all confirmations. Loved reserves the right to select a different broker/dealer if Loved believes that a different broker/dealer will provide best execution with respect to any transaction. "Best execution" includes the amount of broker/dealer fees which will be charged to Loved in connection with any trade, but it may also include other benefits.
 - (d) Loved will not act as the bank for any account. Except as otherwise provided in this Agreement, bank services are provided through our banking software provider, Synapse. To report a complaint relating to the bank services, email help@synapsefi.com.
 - (e) Loved will not manage, supervise or direct Client's or a beneficiary's investments, including the purchase and sale of securities for any accounts, and will not provide any form of ongoing portfolio management services.

3. Uniform Gifts to Minors Act ("UGMA") and Uniform Transfers to Minors Act ("UTMA") Accounts:

Client may establish Loved Accounts under UGMA or UTMA. With respect to each such account:

- (a) The law of the beneficiary's state of residence will govern the UGMA and UTMA accounts. You will provide Loved the correct state of residence of the minor for whom the UGMA or UTMA account is created, and represent and warrant to Loved that the date of residence you use for creating the account is accurate and truthful, and you will update the information as necessary to keep it true, accurate, and

current. You will provide Loved, upon request and to the extent possible, with the beneficiary's telephone number, email address, mailing address, and any other information that may assist Loved in contacting the beneficiary if necessary and you will update this information as necessary to keep it true, accurate and current.

- (b) The age of custodianship termination varies by state, although most states set the maximum age for termination at either 18 or 21, and certain states permit a custodian to elect to extend custodianship to age 25. If the termination age selected by you is different from the default age of the state of residence of the beneficiary, you are responsible under UGMA and UTMA for determining the proper termination age. The beneficiary will have complete control over the UGMA or UTMA account upon reaching the age of custodianship termination, and Loved may restrict the Client's access to an UGMA or UTMA account and register the account's assets in the beneficiary's name upon custodianship termination. Questions about termination age should be directed to your legal or tax advisor.
- (c) The Client has sole responsibility to manage the UGMA or UTMA account for the beneficiary, in accordance with all applicable law.

4. Account Connections

- (a) The Client is required to connect its Loved Account to the Client's bank or other account from which moneys will be transferred to fund the Loved Account (the "Funding Account") by entering into the Application true, accurate, current, and complete information about the Funding Account. The Loved Account will not be connected to Client's Funding Account unless and until a confirmation is sent through the Application indicating that Client has successfully connected the Loved Account and Funding Account.
- (b) If a Client's Funding Account is closed or restricted after it is connected to the Loved Account, Client will have no right under the Agreement to make deposits to or withdrawals from its Loved Account unless: (i) the Funding Account is reopened or unrestricted; or (ii) Client successfully connects a different Funding Account to the Loved Account.

5. Deposits, Purchases, Withdrawals, Sales

- (a) Client will use the Application to initiate deposits into its Loved Account through an Automated Clearing House ("ACH") transfer from Client's Funding Account to the Custodian in accordance with this Agreement and all other contracts associated with Client's Loved Account ("Account Contracts").

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- (b) Client will use the Application to initiate withdrawals from its Loved Account. Client agrees that, by requesting a withdrawal, it may be required to place an order with the Custodian for sale of securities in Client's Loved Account as may be necessary to fund the withdrawal. In this regard, by initiating a withdrawal, Client authorizes the ACH Operator to request that the Custodian transfer the proceeds of the applicable sales of securities in the amount requested for withdrawal plus any fees to Client's Funding Account. A withdrawal will not be completed until the Business Day (as defined below) after settlement of the last applicable securities sale necessary to fund the withdrawal. Client understand that it may take up to five Business Days after the Custodian initiates a transfer of money for the proceeds of a withdrawal to arrive in Client's Funding Account. For the purposes of this paragraph, "Business Day" means any day on which all banks (or the applicable branch thereof) involved in any transfer of funds are physically open for business during their normal business hours, and specifically excluding any U.S. federal holiday and any day on which any applicable securities exchange is not open during its normal business hours.

6. Loved Gift Accounts

A Client may become a Gifting Client by establishing a Gift Account. Each Gift Account will be deemed a Loved Account under this Agreement. Each Gift Account will be established using the Application and will be maintained at Evolve Bank, or another bank designated by Loved. The Gift Account will hold funds for the purpose of allowing the Gifting Client to transfer the funds to a gift beneficiary that is a Client and holder of a Loved Account, including an UGMA or UGMA account established at Loved. With respect to each such Gift Account, Gifting Client will use the Application to: (i) connect the Gift Account to a Funding Account at the Gifting Client's bank or other financial institution; (ii) choose the amount, type, and frequency of any gift(s); and (iii) choose the beneficiary account(s) to which gift(s) will be transferred. The Application will send a notice to the designated beneficiary donee of the gift, and the beneficiary donee may accept or reject the gift by use of the Application. If the beneficiary of the gift does not accept the gift within ninety (90) days of notice, Loved may cancel the gift transfer and cause the funds to be returned to the Gift Account. A gift cannot be reversed after a gift is accepted by a beneficiary donee.

7. Client Rights and Obligations

- (a) The Client retains sole ownership of its Loved Account, and has the sole right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations. The Client may make deposits and withdrawals at any



time, subject to any maintenance requirements of the Custodian or Loved's account maintenance rules.

- (b) Client acknowledges that Loved will not provide investment advice in person, over the phone, or through any other medium, other than information available on the Application. Client is solely responsible for evaluating the merits of any advice provided through the Application before making any investment or other decision based on the advice. To the extent Client desires to make any investments or implement any recommendations made by Loved, Client is solely responsible for evaluating the merits and risks associated with any investments or implementing any recommendations.
- (c) Client will direct and be responsible for the direction of investments through the Application by: (i) reviewing the information about investing and the investments available on the Application; (ii) considering the recommendation that Loved generates through the Application; and (iii) choosing an investment.
- (d) Client is liable, as provided in this subsection, for any unauthorized electronic fund transfer involving Client's Loved Account. If the unauthorized transfer involved an Access Device, it must be an Accepted Access Device and Loved must have provided a means to identify the Client to whom it was issued. Client's liability for an unauthorized electronic fund transfer shall be determined as follows:
 - (1) Timely notice given. If the Client notifies Loved within two business days after learning of the loss or theft of the access device, the Client's liability shall not exceed the lesser of \$ 50 or the amount of unauthorized transfers that occur before notice to Loved.
 - (2) Timely notice not given. If the Client fails to notify Loved within two business days after learning of the loss or theft of the access device, the Client's liability shall not exceed the lesser of \$500 or the sum of: (i) \$ 50 or the amount of unauthorized transfers that occur within the two business days, whichever is less; and (ii) The amount of unauthorized transfers that occur after the close of two business days and before notice to the institution, provided the institution establishes that these transfers would not have occurred had the Client notified the institution within that two-day period.
 - (3) Periodic statement; timely notice not given. A Client must report an unauthorized electronic fund transfer that appears on a periodic statement within 60 days of Loved's transmittal of the statement to avoid liability for subsequent transfers. If the Client fails to do so, the Client's liability shall not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to the institution, and that the institution

establishes would not have occurred had the Client notified the institution within the 60-day period. When an Access Device is involved in the unauthorized transfer, the Client may be liable for other amounts set forth in this section, as applicable.

(4) Extension of time limits. If the Client's delay in notifying Loved was due to extenuating circumstances, Loved will extend the times specified above to a reasonable period.

(5) Notice to Loved. (i) Notice to Loved is given when a Client takes steps reasonably necessary to provide Loved with the pertinent information, whether or not a particular employee or agent of Loved actually receives the information. (ii) The Client may notify Loved in person, by telephone, or in writing. (iii) Written notice is considered given at the time the Client mails the notice or delivers it for transmission to Loved by any other usual means. Notice may be considered constructively given when Loved becomes aware of circumstances leading to the reasonable belief that an unauthorized transfer to or from the Client's account has been or may be made. The telephone number and address of the person or office at Loved to be notified when the Client believes that an unauthorized electronic fund transfer has been or may be made are:

EMAIL: support@loved.com

(6) If state law or an agreement between the Client and Loved imposes less liability for Client than is provided by this section, the Client's liability shall not exceed the amount imposed under the state law or agreement.

(7) As used herein, "business day" means any day except any Saturday, any Sunday, and any day which is a federal legal holiday in the United States.

8. Electronic Fund Transfer Disclosure Statement

The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds and other electronic transfers to and from your account(s). There may be limitations on account activity that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing your account.

(a) Definitions:

Electronic Fund Transfer: Any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic device or computer to instruct us to debit or credit an account. Electronic Fund Transfers include such electronic transactions as direct deposits or withdrawals of funds, transfers initiated via telephone, website or mobile application. Preauthorized

Electronic Fund Transfer: An Electronic Fund Transfer that you have authorized in advance to recur at substantially regular intervals; for example, direct deposits into or withdrawal of funds out of your account.

- (b) **Your Liability:** Authorized Transfers: You are liable for all Electronic Fund Transfers that you authorize, whether directly or indirectly. Unauthorized Transfers: Tell us at once if you believe your account or PIN or Access Information (as defined below) is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Support message us immediately to keep your possible losses to a minimum. You could lose all the money in your account(s). If you tell us within two (2) business days after learning of the loss or theft of your account access device, or after learning of any other unauthorized transfers from your account involving your account access device, you can lose no more than \$50 if Electronic Fund Transfers are made without your permission. For these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as \$500. Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen access device or of any other suspected unauthorized transfer(s), the time periods specified in this Section B may be extended for a reasonable period.

9. Error Resolution

Errors or Questions about Transactions: Please contact us by emailing us at <Insert Platform Email> (1) if you believe a transaction receipt or a statement is wrong, or (2) if you need more information about a transaction on the receipt or statement. For consumer accounts, we must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared. For business accounts, we must hear from you within one (1) business day of us sending you a receipt. Your inquiry must include: (x) your name, email associated with your account, and your account number (if available); (y) a description of the error or the transaction you are unsure about, and a clear explanation of why you believe there is an error or why you need more information; and (z) the dollar amount of the suspected error. If you tell us orally, we may require that you send us your inquiry via email within ten (10) business days.

Time Periods: Ten-Day Time Period: Loved will investigate promptly and, except as otherwise provided in this paragraph, shall determine whether an error occurred within 10 business days of receiving a notice of error. Loved shall report the results to the consumer in writing within three business days after completing its investigation. Loved shall correct the error within one business day after determining that an error occurred. Forty Five-Day Time Period: If Loved is unable to complete its investigation within 10 business days, Loved may take up to 45 days from receipt of a notice of error to investigate and determine whether an error occurred, provided Loved does the following:

- a. Provisionally credits the consumer's account in the amount of the alleged error (including interest where applicable) within 10 business days of receiving the error notice. Loved need not provisionally credit the consumer's account if:
 - i. Loved does not receive written confirmation within 10 business days of an oral notice of error; or
 - ii. The alleged error involves an account that is subject to Regulation T (Securities Credit by Brokers and Dealers, 12 CFR part 220)
- b. Informs the consumer, within two business days after the provisional crediting, of the amount and date of the provisional crediting and gives the consumer full use of the funds during the investigation;
- c. Corrects the error, if any, within one business day after determining that an error occurred; and
- d. Reports the results to the consumer within three business days after completing its investigation (including, if applicable, notice that a provisional credit has been made final).

Extension of time periods. The time periods described above may be extended as follows:

- Extension of Ten-Day Time Period - The time limit for resolution is extended to 20 business days in place of 10 business days if the notice of error involves an electronic fund transfer to or from the account within 30 days after the first deposit to the account was made; or
- Extension of Forty Five-Day Time Period - The time limit for resolution is extended to 90 days in place of 45 days for completing an investigation, if a notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to the account was made.

10. Client Communications: Client recognizes that the value and usefulness of the Services provided by Loved will be dependent upon information provided by Client

through the Application. Client represents and warrants that the financial and other information provided to Loved is true, correct, and complete to the best of Client's knowledge. Client authorizes Loved to rely solely on the information provided by Client through the Application, and agrees that Loved is not required to independently verify any information obtained from Client or Client's representatives. Client agrees to promptly inform Loved of any changes in Client's or beneficiary's information, including financial condition, investment objectives, or any other material facts. Client authorizes Loved to provide personal financial information, quarterly reviews and reports, newsletters, disclosure documents, and similar information, and other communications, notices and required disclosures to Client via e-mail and the Application.

- 11. Fees:** Loved provides an Investment Advisory Wrap Program free of charge for all its Services. Client understands that it will be responsible for transaction and custodial fees charged by Client's custodian and/or broker-dealer, and for all taxes owed with respect to Loved Account holdings and transactions. Mutual funds and ETFs that Loved may recommend may charge separate advisory fees and other expenses, as set forth in each securities' prospectus.

12. Additional Terms and Conditions

- (a) Use of Application: Use of Loved's Application and its tools are subject to separate Terms of Service agreement which is available at www.loved.com/legal, and which may be amended from time to time. Client understands that personal information, including that which is used to create an investment profile, is collected by electronic means. Client will be authenticated with a username and password and Client is responsible for selecting a safe password and not sharing it with others. Unauthorized access to account(s) may result in unintended changes to the accounts, investment profiles, or other instructions provided to Loved and Loved accepts no liability for actions resulting from such unauthorized access as further detailed in the Terms of Service.
- (b) Market Risk: Client acknowledges that investments are subject to various market, currency, economic, political, and business risks, and that investments will not always be profitable. Client understands that Loved does not guarantee (a) the success or performance of any particular investment, investment strategy, or recommendation made by Loved; or (b) the Services.
- (c) Limitation of Liability: Except as may otherwise be provided by law, Loved will not be liable to Client for (a) any loss that Client may suffer by reason of any

recommendations made, or other action taken or omitted, by Loved in good faith and with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from Loved's adherence to Client's instructions; (c) any loss arising from any investment that Client holds or makes that Loved does not recommend; (d) any act or failure to act by Client's custodian, broker-dealer or other third party; (e) any loss arising from Client's failure to follow Loved's investment advice; (f) any loss resulting from Client's failure to provide Loved with current, updated, and accurate information related to the Investment Profile and Plan; or (g) any loss caused by conditions and events beyond Loved's control including, without limitation: electrical, mechanical or equipment breakdowns, computer system failures and malfunctions, system access issues, system capacity issues, delays by third party vendors and/or communications carriers. You agree that in no event will the total aggregate liability of Loved for any claims, losses, or damages arising under or relating to this Agreement or Loved's activities under this Agreement, whether in contract or tort, including negligence, exceed the total prior twelve months' fees paid by the Client under the Account Agreements, even if Loved has been advised of the possibility of a larger claim, loss, or damage; provided, however, that such limitation shall not apply to the Client if a greater recovery is required pursuant to non-waivable provisions of applicable Federal and state securities laws. Furthermore, Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws.

- (d) Voting Securities and Related Matters: Loved shall have no authority or power to exercise voting rights (including with respect to voting proxies), rights to consent to corporate actions, or other similar rights with respect to securities held in a Loved Account. Rather, Client shall retain all such authority. Further, Loved will not take any action or render any advice with respect to any legal actions, including but not limited to class action lawsuits, involving securities held in Client's account(s).
- (e) Disclosure: Client acknowledges receipt of a copy of Loved's most recent Privacy Notice and Form ADV, Part 2. Client represents that Client has reviewed and considered the disclosures made by Loved in this Agreement and in Loved's Form ADV, Part 2, including, in particular, the portions related to Services, compensation, risks, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

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- (f) No Services to Non-U.S. Persons: Client represents and warrants that it is a U.S. citizen, a U.S. permanent resident, or has a valid U.S. visa and resides in the United States. Loved makes no representations or warranties regarding its compliance with laws or legal requirements of any non-U.S. jurisdiction. The Services offered hereby are not being offered to, and are generally not available to, anyone located outside the United States, including U.S. citizens residing abroad.
- (g) Access Interruptions: Loved makes no guarantees that access to the Application will be available at all times. Client understands that Loved may at times suspend access to the Application, without notice to Client, in order to make repairs or upgrades. In addition, access to the Application may at times be limited or unavailable due to hardware or software malfunctions, technical issues, peak demand, maintenance, upgrades, failure or interruption of internet service, acts of God, or for other reasons.
- (h) Termination; Withdrawals. This Agreement may be terminated by either party with or without cause by notice to the other party, which notice shall be provided by Client to Loved through the Application, and by Loved to Client through the Application or to the primary email address provided by Client as may be updated from time to time. Upon the effective date of termination, Loved will have no further obligation to Client under this Agreement and Loved may deactivate your account. Notwithstanding the foregoing, the provisions of this Section 10 shall survive termination of this Agreement.
- (i) No Assignment: Client shall not assign this Agreement without Loved's consent. Loved shall not assign this Agreement without Client's written consent. Notwithstanding the foregoing, in the event of a change in control or ownership of Loved that would result in an "assignment" of this Agreement under the Investment Advisers Act of 1940, Loved will provide written notice to Client, and Client will be deemed to consent to the assignment absent Client's written objection within 30 days from the date of notice.
- (j) Notices and Communications: Except where a different form of notice is specifically provided for in this Agreement, any notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) sent through the Application, or (ii) sent by electronic mail to the Client at the address provided to Loved by Client. Client understands and agrees that the primary method of Loved's communications with Client in connection with the Services will be by posting information in the Application, and that Client may not always receive a separate notice that new information has been posted to the Application. Client therefore agrees to check the Application regularly.

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- (k) Entire Agreement: This Agreement constitutes the entire agreement between the parties and each party hereto acknowledges to the other that it is not relying on any statement, understanding or agreement not fully stated herein and each party hereby expressly waives any, and all, claims or defenses to enforcement of this Agreement which are based on any statement, understanding or agreement not fully stated herein. This Agreement supersedes and replaces any prior agreement between the parties.
- (l) Amendment and Waiver: Except as otherwise set forth in this Agreement, any amendment to this Agreement must be in writing and signed by the parties to be valid. The failure of either party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition.
- (m) Governing Law: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of New York, without regard to its conflicts of laws principles.
- (n) Electronic Signature: Client's intentional action of electronically signing this Agreement is valid evidence of Client's consent and intention to be legally bound by this Agreement and any other documentation submitted in the process or governing Client's relationship with Loved. The electronically stored copy of this Agreement shall be considered the complete, authentic, and enforceable record of the Agreement, admissible in judicial or administrative proceedings. If Client and Client's spouse have electronically signed this Agreement as Client, the representations under this Agreement with respect to Client will be joint and several.
- (o) Additional Client Representations: Client represents and warrants that Client has the full power and authority to execute, deliver, and perform Client's obligations under this Agreement. Client further warrants that this Agreement is enforceable against Client in accordance with its terms, and that the terms of this Agreement do not violate any obligation by which the Client is bound. If Client is a corporation, limited liability company, partnership, trust, or other legal entity, Client represents and warrants that the individual executing this Agreement on behalf of Client has been duly authorized to do so.
- (p) Arbitration: If you have a dispute with Loved, we will attempt to resolve any such disputes through our support team. If we cannot resolve the dispute through our



support team, you and we agree that any dispute arising under these terms of service shall be finally settled in binding arbitration, on an individual basis, pursuant to this clause. The parties waive their rights to seek remedies in court, including any right to a jury trial. The parties agree that any dispute between or among any of the parties arising out of, relating to, or in connection with this Agreement or the Account(s), including the determination of the scope and applicability of the agreement to arbitrate, shall be resolved exclusively through binding arbitration conducted under the auspices of JAMS in accordance with JAMS rules for arbitration of consumer disputes or commercial disputes, as applicable. You and Loved expressly waive any right to participate in a class action lawsuit or class-wide arbitration. The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or city in which you reside if you reside in the United States, or in New York City if you reside outside the United States, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award, and the arbitral decision may be enforced in any court. The prevailing party in any arbitration or subsequent action or proceeding under these terms of service shall be entitled to costs and attorneys' fees.