



THE LOVED TERMS OF SERVICE

Note: In addition to the Loved Terms of Service, please refer to the [Synapse Terms of Service](#) where Synapse provides Loved clients banking services.

Description of Services.

Elevated Principles, Inc., a Delaware corporation and an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, (together with its affiliates, collectively, "Loved" or "we" or "us" or "our") provides you and other users with access to a secure environment on a website and application called Loved (the "Site") to facilitate communications and manage transaction through a collection of resources, data, and software (collectively, the "Services"). The Services are subject to these Terms of Service ("TOS"), which we may modify by posting revised TOS on our website(s) from time to time. Modifications may be posted without providing notification of the modifications. You are responsible for regularly reviewing these TOS and any applicable changes. Continued use of the Services after any changes take effect will constitute your acceptance of such changes. Unless stated otherwise, any new features or enhancements to the current Services shall be subject to these TOS.

Loved will not act as the bank for any account. Bank services are provided through our banking software provider, Synapse. To report a complaint relating to the bank services, email help@synapsefi.com.

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. To report a complaint relating to the brokerage services, email help@loved.com.

Loved customer support is available via email at help@loved.com or via phone between the hours of 9am and 5pm Monday to Friday PST on (888) 812-2272.

Representation of Authority and Binding Agreement.

When you visit and use Loved, you are agreeing to be bound by these TOS, and are representing that you are eighteen (18) years of age or older and have all necessary



right, power and authority to enter into these TOS and to perform the acts required hereunder. If you do not wish to be bound by these terms of service or do not meet these requirements, refrain from using our services or accessing our Site. These Terms of Service are in addition to any other agreements between you and Loved, including any customer or account agreements and any other agreements that govern your use of software, products, goods, services, content, tools, and information provided by Loved.

General.

The Services may include or make available certain content (the "Content"). Content includes, without limitation: (1) account positions, balances, transactions, confirmations, and order history; (2) general news and information, commentary, research reports, educational material and information and data concerning the financial markets, securities and other subjects; (3) market data, including quotations for securities transactions and information for completed securities transactions reported in accordance with federal securities regulations; (4) financial and investment interactive tools, such as alerts or calculators; (5) tax preparation, bill payment and account management tools; (6) company names, logos, product and service names, trade names, trademarks and services marks (collectively, "Marks") owned by Loved Third Party Providers (defined below); and (7) any other information, content, services, or software. Content furnished by third parties (each, a "Third-Party Provider" and collectively, the "Third-Party Providers") includes, without limitation, any information, content, service or software made available by or through social media websites, blogs, wikis, online conferences, telecasts, podcasts, and other forums ("Third Party Content"). Third Party Content may be available through framed areas or through hyperlinks to the Third-Party Providers' websites. Content posted on the Service is published as of its stated date or, if no date is stated, the date of first posting. Loved has not undertaken any duty to update any such information. Loved does not prepare, edit, or endorse Third Party Content. U.S. Residents Only. The Content and the Services are intended for United States residents only. They shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal.

Your Obligations.

When using the Services available through Loved, you agree:

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- to maintain and update your account information to keep it complete and accurate;
 - to maintain the confidentiality of your account password and notify Loved of any unauthorized use of your password or account or any other security breach;
 - to use the Services only for your licensed use;
 - NOT to impersonate another person or entity, or to falsely state or otherwise represent your affiliation with a person or entity with respect to any Services or Content; and
 - not to take any actions involving the Services which breach an obligation you have to any third party.

Termination or Modification.

Loved reserves the right to restrict, disable, suspend or terminate your account and refuse current or future use of the Services without prior notice and for any reason, with or without cause. Loved also reserves the right, but bears no obligation, to monitor, screen, and remove any content available through the Services.

Communications.

By using the Service or the Content, you consent to any form of recording and retention of any communication, information and data exchanged between you and Loved or its representatives or agents.

Financial Data. All data obtained from Loved is intended only for you and only for your licensed use.

Content Ownership.

As between you and Loved, the Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user review ratings, and all other elements and components of the Site belongs to Loved, excluding any third party content including, without limitation, content from our licensors and suppliers (such content "Third Party Content"). You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the Content are retained by us (and our licensors and suppliers, or Third-Party Providers, as applicable).

INTELLECTUAL PROPERTY RIGHTS

Limited License.

Loved grants you a limited worldwide, non-exclusive, revocable, non-sublicensable license right to use the Services for your own use in accordance with these Terms of Service and not for any other purpose. You acknowledge that Loved (and/or its licensors and suppliers) own all right, title and interest in the Services, including all intellectual property rights protected by US and international law. You agree that you will not copy, reproduce, alter, modify, retransmit, redistribute decompile, disassemble, reverse engineer, or create derivative works from the Services, the Site, or their underlying software. You also agree not to use any automated or manual process, robot, spider or screen-scrapers to copy or monitor any part of the Services. By submitting a query or otherwise reviewing the information on this Site concerning Loved or investments available through Loved (the "Data") you agree to the following: (i) you will not access the Data through automated or high-volume means; and (ii) you will not "scrape," harvest or otherwise copy the Data except pursuant to your use of the Data in connection with the Services.

Copyright.

All content and compilations included on the Services, such as text, graphics, logos, buttons, images, audio, video, charts, graphs, data compilations, and software, are the property of Loved (and/or its licensors and suppliers or Third-Party Providers) and are protected by US and international law.

Trademark.

Loved, the Loved logo, Loved, the Loved logo, and other marks indicated on the Services are trademarks of Loved. Other graphics, logos, buttons, or service names are trademarks or trade dress of Loved or its affiliates or Third-Party Providers.

Applicable Policies.

In addition to these Terms and Conditions, your access to and use of the Content and the Service is subject to Loved's then-current policies relating to the Content and the Service, including, without limitation, our Privacy Policy available on the Site. You agree to be bound by these policies and all other Loved policies applicable to the access and use of the Content and the Service. By using the Service, you are consenting to have your personal data transferred to and processed by Loved and its

affiliates. As part of providing you the Service, Loved may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Service, which you may not be able to opt-out from receiving.

Advertising.

Loved and its licensees may publicly display advertisements and other information at Loved. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

Enforcement against Others.

We are under no obligation to enforce the Terms of Service on your behalf against another user. While we encourage you to let us know if you believe another user has violated the TOS, we reserve the right to investigate and take appropriate action at our sole discretion.

Your Cooperation.

You agree not to, and will not assist, encourage, or enable others to use the Site to:

- Violate our Content guidelines, for example, by writing a fake or defamatory review, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review;
- Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- Reverse engineer any portion of the Site;
- Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third-party website;
- Solicit personal information from minors, or submit or transmit pornography;
- Violate any applicable law.
- Violate the Terms of Service;
- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, assign, sublicense, lease,

loan, rent, timeshare, otherwise transfer or in any way exploit the Site or any content on the Site, except as expressly authorized by Loved;

- Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;
- Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
- Record, process, or mine information about other users;
- Access, retrieve or index any portion of the Site for purposes of constructing or populating a searchable database; or
- Use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site, violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content.

Privacy Policy.

You represent that you have read and understood our Privacy Policy. Note that we may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the public. If you use the Site outside of the United States, you consent to having your personal data transferred to and processed in the United States.

Procedure for Submitting Claims of Copyright Infringement.

In accordance with the Digital Millennium Copyright Act (DMCA), if you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please contact the Loved Copyright Agent at:

Copyright Agent: legal@loved.com



Include the following information with your claim: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (2) a description of the copyrighted work or other intellectual property that you claim has been infringed; (3) a description of where the material that you claim is infringing is located on the site; (4) your address, telephone number, and email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Indemnification.

You agree to defend, indemnify and hold harmless Loved, its officers, directors, investors, employees, contractors, agents, successors, assigns, information providers, licensors, subsidiaries and affiliates from any and all claims arising from, or in any way related to, your use of the Services (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority). Loved reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Loved, and you agree to cooperate with our defense of these claims.

Release of Loved for Third Party Disputes.

If you have a dispute with one or more users of the Services or any third party related to the Site or the Services, you release Loved, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

GENERAL PROVISIONS

Contact Authorization.

By submitting your contact information to Loved, you agree that Loved may contact you.


Relationship of the Parties.

Loved is an independent contractor for all purposes. Nothing in these terms of service shall be deemed or is intended to be deemed, nor shall it cause, you and Loved to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Loved to be treated as the agent of the other.

Privacy of Others; Marketing.

If you receive information about another user through the Services, you must keep the information confidential and only use it in connection with the Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to effectuate a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so. You may not send unsolicited email to a user through the Services.

Taxes.

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

Arbitration; Waiver of Class Action.

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, in accordance with JAMS rules for arbitration of consumer disputes or commercial disputes, as applicable. You and Loved hereby expressly waive trial by jury and 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.


Computer Viruses.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Loved.

DISCLAIMERS OF WARRANTY

YOU UNDERSTAND AND AGREE THAT:

LOVED PROVIDES THE SERVICES ON AN "AS-IS" AND "AS-AVAILABLE" BASIS.

YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE "LOVED PARTIES") FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, "CLAIM") AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES. YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER CALIFORNIA CIVIL CODE §1542, OR ANY OTHER SIMILAR APPLICABLE STATUTE OR LAW OF ANY OTHER JURISDICTION, WHICH SAYS THAT: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. ANY SOFTWARE OR OTHER MATERIAL THAT YOU DOWNLOAD OR OTHERWISE OBTAIN VIA THE SERVICE IS AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR FOR ANY LOSS OF DATA RESULTING FROM THE DOWNLOAD OF SUCH MATERIAL.

THE INFORMATION PROVIDED BY THE SERVICES IS DEEMED TO BE ACCURATE BUT LOVED CANNOT GUARANTEE ITS ACCURACY. TO THE FULLEST EXTENT PERMITTED BY LAW, LOVED EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT



LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND WARRANTIES REGARDING THE ACCURACY, SUFFICIENCY, VERACITY, VALUE, APPROPRIATENESS, CORRECTNESS, COMPLETENESS, LEGALITY, SECURITY, AVAILABILITY, OPERABILITY, TIMELINESS, RELIABILITY, OR USEFULNESS OF INFORMATION, DATA, SERVICES OR PRODUCTS PROVIDED THROUGH, OR IN CONNECTION WITH, THE SERVICE. LOVED DOES NOT INTEND THE INFORMATION PROVIDED BY THE SERVICE TO BE A SUBSTITUTE FOR PROFESSIONAL ADVICE. YOU ARE RESPONSIBLE FOR CONFIRMING THE ACCURACY AND RELIABILITY OF ANY INFORMATION CONTAINED IN THE SERVICE.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT:

LOVED AND ITS EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, DIRECTORS, INVESTORS, ASSIGNS, SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LOVED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. LOVED'S AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR THE SERVICES WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS.

LOVED BEARS NO RESPONSIBILITY FOR ANY DAMAGES ARISING FROM ANY FAILURE OF PERFORMANCE, FAILURE TO STORE, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, ERROR IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, TELECOMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS, ALTERATION OR USE OF RECORDS, BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.

EXCLUSIONS



SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF LOVED, ITS OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, CONTRACTORS, AGENTS, ASSIGNS, SUBSIDIARIES AND AFFILIATES IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Amendments.

We may amend or modify these terms of service by posting on the Loved Site or emailing to you the revised terms of service, and the revised terms of service shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein. If the revised terms of service include a material change, we will endeavor to provide you advanced notice via Our website and/or email before the material change becomes effective.

Assignment.

You may not assign any rights and/or licenses granted under these terms of service. We reserve the right to assign Our rights without restriction, including without limitation to any Loved affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, these terms of service will bind and inure to the benefit of the parties, their successors and permitted assigns.

Severability.

If any provision of these terms of service shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these terms of service shall not be affected.


Change of Control.

In the event that Loved is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

Governing Law.

You agree that the laws of New York, without regard to principles of conflict of laws, will govern these terms of service and any claim or dispute that has arisen or may arise between you and Loved, except to the extent governed by federal law.

Force Majeure.

We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond Our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond Our reasonable control and shall not affect the validity and enforceability of any remaining provisions.