

As of July 23 20, 2020

These terms of use (these “Terms of Use”) define the relationship between Investore, Inc. (the “Company” or “We” or “Us”) and you, the person accessing the Investore Website located at investore.io (the “Site”) and/or registering for our services (“You” or “Your”). You may use the services (defined below) only if You can form a binding contract with us and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If You are accepting these Terms of Use on behalf of a company, organization, government, or other legal entity, You represent and warrant that You are authorized to do so. If You cannot confirm the foregoing, then You must not accept these Terms of Use and may not use the Site or services. You may use the services only in compliance with these Terms of Use and all applicable laws and regulations.

We may amend these Terms of Use at any time by posting the revised Terms of Use on the Site. We may terminate these Terms of Use at any time by suspending or terminating access to the Site and/or services and/or notifying You. You can see when these Terms of Use Were last revised by referring to the “Updated” legend above. Your continued use of the Site or services after We have posted revised Terms of Use signifies Your acceptance of such revised Terms of Use. No amendment or modification of these Terms of Use will be binding unless posted by Us.

Binding Arbitration

Any claim, dispute or controversy of whatever nature arising out of or relating to these Terms of Use shall be resolved by final and binding arbitration in accordance with the process described in Section 33 of the “Account Agreement” titled “Pre-Dispute Arbitration and Applicable Law.” Please read the section titled “Pre-Dispute Arbitration and Applicable Law” carefully.

You agree that, if You decide to open an account in the program, Your relationship with Us (and with Interactive Brokers LLC) will be governed by the pre-dispute arbitration clause in the Agreements. The pre-dispute arbitration clause in the Agreements provides for dispute resolution services provided by the financial industry regulatory authority. You further agree that, if You decide to open an account in the program, the pre-dispute arbitration clause in the Agreements supersedes the arbitration provisions of these Terms of Use.

These Terms of Use are governed by the laws of New York without regard to conflicts of laws principles. Access or use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between You and the Company as a result of these Terms of Use or accessing or using the Site or its respective contents. The Company’s performance under these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of the Company’s right to comply with governmental, court and law enforcement requests or requirements relating to Your access or use of the Site or information provided to or gathered by the Company with respect to such use.

Legal Capacity

You must be eighteen (18) years or older in order to use Investore’s Site and services. By signing these Terms of Use, You certify that You meet the legal age of majority (18).

Services

By using the Site, You can use our interactive platform to obtain various investment advisory services (collectively, the “Services”). Our Services allow You to open an account that We will manage at Your direction in accordance with the program We sponsor (the “Program”), to provide information about Your financial situation and risk preferences, and, based on the information You provide, to obtain automated investment advice regarding the selection of a portfolio within the Program. We are always working on new ways to improve our Services. We reserve the right to modify or change our Site, or any of the Services, temporarily or permanently, with or without notice to You, and We are not obligated to support or update the Site or any Services. You acknowledge and agree that We shall not be liable to You or any third party in the event that We exercise our right to modify, change, or discontinue the Site or any Services. If You decide to open an account in the Program, You must enter into an Account Agreement with Us and a brokerage and custody agreement with Interactive Brokers LLC (collectively, the “Agreements”). You acknowledge and agree that, if You open an account in the Program and any term in these Terms of Use conflicts with the Agreements, the Agreements shall control over these terms of use.

Agreement with Respect to Terms of Use

These Terms of Use constitute a legally binding agreement between the Company and You. You are responsible for regularly reviewing these Terms of Use. You can review the most current version of the Terms of Use at any time on the Site. Additional terms, including without limitation those set forth in the Agreements, may govern Your use of certain webpages within the Site. In the event that any provision, term or guideline contained on a particular webpage in the Site conflicts with these Terms of Use, the terms of such webpage or section shall control over these Terms of Use. You acknowledge that You have read these Terms of Use, and accept, understand and will be bound by such terms and conditions. You further acknowledge that these terms and conditions, together with the Privacy Policy (defined below) and terms governing any individual webpage, represent the complete and exclusive statement of the Agreement between Us and supersede any proposal or prior Agreement oral or written, and any other communications between Us relating to Your access or use of the Site and/or Services.

Registration

Certain features or services offered on or through the Site may require You to open an account and set up a profile, providing certain personally-identifiable information, including but not limited to Your name, Your social security number or other tax identification number, Your address, Your email address, and certain information about Your financial situation and risk preferences (collectively, Your “Client Information”). We reserve the right to restrict certain areas of information on the Site to such registered users. You agree that You will maintain and promptly update Your Client Information to keep it true, accurate, current, and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect such, We reserve the right to terminate Your account and refuse any and all current or future use of the Site by You. We are committed to Your privacy, and our privacy policy (the “[Privacy Policy](#)”) the terms of which are incorporated herein, explains the policies put in place and used by Us to protect Your Client Information and Your privacy as You visit and use the Site and use our Services. You are solely responsible for maintaining the confidentiality of Your member name and password. You agree to notify Us immediately of any unauthorized use of Your member name, password, or account. The Company will not be

responsible for any losses arising out of the unauthorized use of Your account and You agree to indemnify and hold harmless the Company and its managing members, officers, equity holders, employees, partners, parents, subsidiaries, agents, and licensors, as applicable, for any improper, unauthorized or illegal uses of Your account and as otherwise set forth in these Terms of Use.

Expert Agreements

Our portfolios are chosen and compiled by qualified investment professionals (“Expert” or “Experts”), as further explained in Section 8 titled “Program Advisory Services” of Your Account Agreement. You will only have access to Experts’ professional background, which may include: name, picture, curriculum and social media pages.

Content and Materials

Investore is the only entity that will post and publish content on the Site. All text, videos, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, artwork, algorithms, functionalities, features and computer code, including but not limited to design, structure, “look and feel” and arrangement of the content available on the Site (“Content”) is owned, controlled or licensed by or to Us, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. The Content and the Site are owned by the Company. Except as expressly provided in these Terms of Use, no part of the Site or the Content may be copied, reproduced, republished, posted, publicly displayed, translated, or distributed in any way. Subject to the limited rights to use the Site and Services pursuant to these Terms of Use, We retain all right, title and interest in and to the Site and Services, including all related intellectual property contained therein. You acknowledge and agree that We will own all right, title, and interest in and to any Materials, Content, or other works of authorship created by us or on our behalf and used in connection with the Services.

Links to Other Sites

The Site and Services contain links to other independent third-party websites, and We provide links to third-party websites as part of the Services (in all cases “Linked Sites”). These Linked Sites are provided solely as a convenience to You and based upon Your Client Information or the Content You elect to view. Such Linked Sites are not under our control, and We are not responsible for and do not endorse the content of such Linked Sites, including any products, information or materials contained on such Linked Sites. You will need to make Your own independent judgment regarding Your interaction with these Linked Sites. We accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of third-party websites, including, without limitation, Linked Sites and websites linking to the Site. You should review applicable terms and policies, including privacy and data gathering practices, of third-party websites, and should make whatever investigation You feel necessary or appropriate before proceeding with any transaction with any third party.

Permitted Uses

Subject to the provisions in these Terms of Use, You may use the Site for non-commercial purposes to: (i) learn about the Program; (ii) learn about our investment advisory strategies, methods, and algorithms, the portfolios We have developed, and the securities that comprise those portfolios; (iii) enter into the Agreements; (iv) open an account to participate in the Program; (v) obtain investment advice in accordance with the terms and conditions of Your Account Agreement with Us; (vi) select a portfolio among the various portfolios We develop; (vii) modify Your selected portfolio and Your selection among the portfolios to the

extent provided in Your Account Agreement with Us; (viii) initiate requests to deposit money for investment in the Program or to sell securities and withdraw money invested in the Program; (ix) access statements and confirmations regarding transactions in connection and the value of the funds in Your account in the Program; (x) access and print or download copies of the current version of these Terms of Use, the Agreements, and other documentation relating to the Program; and (xi) make such other use of the Site as We may expressly permit from time to time in furtherance of the objectives and growth of the Program. Subject to these Terms of Use, We hereby grant You a personal, nontransferable, nonexclusive, non-sublicensable license to use the user interface of the Site and its respective Content and Services in accordance with these Terms of Use, and for no other purpose. All rights, title and interest in and to the user interface and Content, including any software, on or through the Site shall belong to Us or our licensors including all modifications thereof and enhancements thereto. The Content and user interface made available from, on or through the Site may not be copied, modified, republished, assigned, sold or distributed to You, nor may derivative works be prepared therefrom. The license granted to You pursuant to these Terms of Use is solely for Your personal use (but not for resale or redistribution) as a user of the Site and may not be used for any other purposes. You shall not reverse engineer, de-compile, or otherwise translate, in any way, the Content and user interface made available from, on or through the Site. You have no right or claim of right to the Content or any unique ideas found on the Site. No ownership rights are granted to You hereunder and no title is transferred hereby.

Prohibited Uses

You may not use the Site or Services for illegal or unlawful or malicious activities, or for activities that We deem improper for any reason whatsoever in our sole judgment, including, without limitation, the laundering of proceeds of any unlawful activity, the financing of terrorism, the commission of fraud or market manipulation, the harassing or making disparaging comments to any user of the Site. We reserve the right to take preventative or corrective actions to protect ourselves and our users. Your use of the Site and Services is conditioned in part on Your compliance with the rules of conduct provided herein, and Your failure to comply may result in termination of Your access to and use of the Site and Services and liability for damages caused by Your noncompliance. In addition to the foregoing, while using the Site and Services, You may not, except as may be expressly set forth above under "Permitted Uses" (a) impersonate any person or entity, falsely state or otherwise misrepresent Your affiliation with any person or entity, or use or provide any fraudulent, misleading or inaccurate information; (b) defame, abuse, harass, stalk, intimidate, bully, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity; (c) access or use (or attempt to access or use) another user's account without permission, or solicit another user's login information; (d) transmit any software or materials that contain any viruses, worms, trojan horses, defects, or other items of a destructive nature; (e) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or Services; (f) "frame" or "mirror" any portion of the Site or Services; (g) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or Services; (h) harvest or collect information about or from other users of the Site or Services; (i) use the Site or Services for any illegal activity; (j) probe, scan or test the vulnerability of the Site, nor breach the security or authentication measures on the Site or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site, such as a denial of service attack; (k) send or otherwise post unauthorized commercial communications (such as spam); (l) engage in

unlawful multi-level marketing, such as a pyramid scheme; (m) post content that is hateful, threatening or pornographic, incites violence, or contains nudity or graphic or gratuitous violence; (n) access or use any portion of the Content if You are a direct or indirect competitor of the Company, or provide, disclose or transmit any portion of the Content to any direct or indirect competitor of the Company; (o) use or distribute any Content, including Content that has been verified or confirmed by You or anyone else, to directly or indirectly create or contribute to the development of any database or product; or (p) facilitate or encourage any violations of this Section.

Warranties, Disclaimers and Limitations of Liability

Your Warranties

You represent and warrant to the Company that (a) all information, including, without limitation, Client Information, that You provide to Us is accurate and truthful, (b) You have the authority to share Client Information with Us and to grant Us the right to use Client Information as provided in these Terms of Use and Privacy Policy, (c) You have the right to grant Us the licenses specified in the Section titled "Content and Materials" above, if applicable, (d) Your acceptance and use of the Site pursuant to these Terms of Use does not violate any applicable law or other contract or obligation to which You are a party or are otherwise bound, and (e) the Materials do not infringe the intellectual property rights, including any copyrights, trademarks, trade secrets, right of privacy, or right of publicity, of any person.

Investore is currently not accepting investors from the United States or the European Union ("EU"). Furthermore, the Site is not available to individuals in the EU. We will contact those who are interested when Our Site and Services support these customers.

Disclaimer of Warranties

Although the Company makes efforts to provide an accurate site, the Site and all respective parts thereof are provided "as is", "with all faults", and "as available". The Company and third party suppliers (collectively, the "Company Parties") disclaim any and all representations, warranties or guarantees of any kind, whether express, implied or statutory, including without limitation (1) as to title, merchantability, fitness for ordinary purposes and fitness for a particular purpose and non-infringement, (2) the quality, accuracy, timeliness or completeness of their sites and respective content, (3) those arising through course of dealing, course of performance or usage of trade, (4) the sites and their respective content conforming to any function, demonstration or promise by any company party and (5) that access to or use of the sites or their respective content will be uninterrupted, error-free or completely secure. Any reliance upon the Site and its respective content is at Your own risk and the Company makes no warranties. The Company reserves the right to restrict or terminate Your access to the Site and its respective Content or any feature or part thereof at any time. If You download any Content from this Site, You do so at Your own discretion and risk. You will be solely responsible for any damage to Your computer system or mobile device or loss of data that results from the download of any such Content.

The Site, Services, and the Content may contain technical inaccuracies or typographical errors or omissions. We are not responsible for any such errors listed therein. We have no obligation to review or vet any content or materials, or to update any content or materials.

The Site contains certain "forward-looking statements," which may be identified by the use of such words as "believe," "expect," "anticipate," "should," "planned," "estimated,"

“potential” and other similar terms. All are subject to various factors, including, but not limited to general and local economic conditions, changing levels of competition within certain industries and markets, changes in interest rates, changes in legislation or regulation, and other economic, competitive, governmental, regulatory and technological factors affecting our operations that could cause actual results to differ materially from projected results.

Your reliance upon the information available on the Site or located through utilization of the Services and Your interactions with third users identified through the Services is solely at Your own risk. Your interactions with other users or advertisers, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and the other person or entity, and You agree that We will not be responsible for any loss or damage incurred as the result of any such dealings or with respect to any other person’s or entity’s use or disclosure of Your personally identifiable information. If there is a dispute between You and any third party, We are under no obligation to become involved, and You agree that You will manage any such dispute or disagreement directly, and that You will not make any claims against Us with respect to products or services purchased through Your use of the Services.

California Residents Only

Under California Civil Code Section 1798.83, California residents who have an established business relationship with Investore may choose to opt out of our sharing Your personal information with third parties for direct marketing purposes. If You are a California resident and (1) You wish to opt out; or (2) You wish to request certain information regarding our disclosure of Your personal information to third parties for the direct marketing purposes, please send an e-mail to info@investore.io. In addition, Investore does not monitor, recognize, or honor any opt-out or do not track mechanisms, including general web browser “Do Not Track” settings and/or signals.

In accordance with Section 28 titled “Communications, Recording & Monitoring; Statements & Confirmations” and Section 29 titled “Electronic Notice, Delivery, and Access to Documents” of the [Account Agreement](#), You consent to notices and other communications delivered by electronic means. The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet, mobile devices and electronic communications. We are not responsible for any delays, delivery failures or other damages resulting from such problems. We do not guarantee the Site or Services will be operable at all times. We reserve the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site and Services, or any portion of the Site; (2) to modify or change the Site or Services, or any portion of the Site or Services, and any applicable policies or terms (except as described in the Privacy Policy); and (3) to interrupt the operation of the Site and/or provision of Services, or any portion of the Site or Services, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

These disclaimers are independent of any other term in these Terms of Use.

Limitation of Remedies

To the maximum permitted under law, in connection with any warranty, contract, or common law tort claims: (i) in no event shall the Company be liable for any direct, indirect, punitive, incidental, special, or consequential damages or any damages whatsoever

including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Site, and its Content, with the delay or inability to access or use the Site or related services, the provision of or failure to provide services, or for any content, software, products and services made available or obtained through the Site or its respective Content, or otherwise arising out of the use or access of the Site or use of the Services, whether based on contract, tort, negligence, strict liability or otherwise, even if the Company has been advised of the possibility of damages, and (ii) any direct damages not attributable to personal injuries that You may suffer as a result of Your use of the Site, the Services, the Content, or any portion thereof shall be limited to the fees paid by You for Your participation in the Program during the 12 months preceding the event giving rise to the claim. Any cause of action arising out of or related to the Site, the Services, or the Content must be brought by You within one (1) year after the cause of action accrues. Any services or content made available or obtained through the use of the Site or and all other use of the Site, is done at Your own discretion and risk and You will be solely responsible for any damage to Your computer system or loss of data that results therefrom.

If You are dissatisfied with any portion of the Site or its respective Content, or with any of these Terms of Use, Your sole and exclusive remedy is to discontinue using the site.

Some jurisdictions, including the state of New Jersey, do not allow the limitation or exclusion of certain liabilities. Accordingly, some of the above limitations may not apply to You. Nothing in these Terms of Use shall affect any non-waivable statutory rights that apply to You.

Feedback

If You or anyone under Your account provides Us with feedback, comments, and suggestions with respect to the Site and / or Services (“Feedback”), You hereby agree that we will be free to use, reproduce, disclose, and otherwise exploit any and all such Feedback in perpetuity without compensation or attribution to You or any third party.

Interpretation

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations contained herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Except as otherwise specified in these Terms of Use, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email. Notices to Us must be sent in writing to the following address: 195 Montague St, 14th Fl, Brooklyn, NY 11201 or via email addressed to: info@investore.io and notices to You will be sent to the email address You provide to Us, which addresses may be updated from time to time upon written notice to the other party. The Services, Content, other technology We may make available, and derivatives thereof may be subject to laws and regulations of the United States and other jurisdictions. No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any

contractual terms shall be deemed to be a waiver of any other right or of any later breach. You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise. We may assign our rights and privileges under these Terms of Use (including Your user registration), without Your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets, or in connection with a change in control. Subject to the foregoing, these Terms of Use shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Questions? Contact us at info@investore.io.