



WAVVEST MOBILE APP TERMS OF USE

LAST UPDATED: November 19, 2024

These terms of use (“Terms”) are a binding legal contract between you (either an individual or a legal entity) and Wavvest Technologies, LLC, a Delaware limited liability company (“Wavvest”). When downloading, installing, accessing or using the accompanying software (the “Wavvest Mobile App”), you must accept these Terms. By tapping “Accept” you will confirm your understanding, acceptance, and receipt of these Terms, and you will acknowledge and demonstrate that you can access these Terms on your mobile device. This is required in order to access your accounts via the Wavvest Mobile App.

The Wavvest Mobile App is intended solely for individuals aged 18 or older. Any access to the Wavvest Mobile App by anyone under 18 is unauthorized and in violation of these Terms.

The Wavvest Mobile App is intended for use only by persons located in the United States. Wavvest makes no representation that (i) the Wavvest Mobile App is appropriate or available for use outside the United States, or (ii) accessing the Wavvest Mobile App from locations outside the United States is legal or permissible under law.

The following terms and conditions apply to the Wavvest Mobile App:

The Wavvest Mobile App is made available and intended for use by clients of Wavvest and/or clients of the Registered Investment Advisors who have deployed Wavvest’s AI-driven wealth management platform that integrates investment management, financial planning, estate planning, insurance, and tax preparation into a unified digital solution (“**Wavvest Platform**”). Certain functionalities of the Wavvest Mobile App are offered directly by Wavvest (“**Wavvest Tech**”), while other technologies may be available from third parties (“**Third-Party Products**”). Nothing on the Wavvest Mobile App is an offer to sell or a solicitation of an offer to buy securities, products or services, by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation.

Wavvest Tech

You acknowledge that the services listed below are not intended to provide legal, tax, or financial planning advice, and you agree that you are responsible for your own research and decisions, that you will not rely on the Wavvest Mobile App as the primary basis for your decisions and, except as otherwise provided herein, Wavvest will not be liable for any actions you take based on information you receive via the Wavvest Mobile App.

Investments: This feature allows users to view accounts, performance, and ask our AI questions about their investment portfolios. New users will also be able to open accounts. Your use of the



Wavvest Mobile App to access these services is governed by these Terms, as well as any other terms and conditions imposed or required by the third-party provider.

Financial Planning: This feature allows users to plan for retirement and assess the probability of reaching their financial goals. The interface is powered by AI, enabling users to interact with our Large Language Model for questions as they create their plans. Your use of the Wavvest Mobile App to access these services is governed by these Terms, as well as any other terms and conditions imposed or required by the third-party provider.

Estate Planning: Allows users to create revocable trusts and wills through our proprietary interface, which guides through the necessary questions. Your use of the Wavvest Mobile App to access these services is governed by these Terms, as well as any other terms and conditions imposed or required by the third-party provider.

Third-Party Products.

Insurance Products and Services: Through our relationships with certain third parties, users can purchase term life insurance through the Wavvest Mobile App interface. Your use of the Wavvest Mobile App to access these services is governed by these Terms, as well as any other terms and conditions imposed or required by the third-party provider.

Tax Preparation Products and Services: Through our relationships with certain third parties, users are enabled to prepare and file tax returns through the Wavvest Mobile App interface. Your use of the Wavvest Mobile App to access these services is governed by these Terms, as well as any other terms and conditions imposed or required by the third-party provider.

Devices

The Wavvest Mobile App is designed for use by various types of mobile devices; however, Wavvest does not guarantee that Wavvest Mobile App will work with all mobile devices. Functionality can vary depending on the device used, but these Terms cover usage of the Wavvest Mobile App regardless of which device is used to access it.

Privacy/Security

You agree that when you download, install or use the Wavvest Mobile App, Wavvest may use automatic means (including, e.g., cookies and web beacons) to collect information about your mobile device and about your use of the Wavvest Mobile App. You also may be required to provide certain information about yourself, including non-public personal information, in order to download, install, or use the Application or certain of its features or functionality. All information we collect through or in connection with the Wavvest Mobile App is subject to our Privacy Notices and related disclosures applicable to you. Please read our Privacy Notices and related disclosures applicable to you (as updated from time to time) available www.wavvest.com/privacypolicy. By downloading, installing, using and providing information to or through the Wavvest Mobile App, you consent to all actions taken by us with respect to the



collection and use of your information in accordance with our Privacy Notices and disclosures applicable to you.

Use of the Wavvest Mobile App involves the electronic transmission of information across the networks of your wireless service provider. Because Wavvest does not operate or control the wireless networks used to access your account, Wavvest is not responsible for the privacy or security of wireless data transmissions. Use only reputable service providers and check with your wireless service provider for information about its privacy and security practices.

The Wavvest Mobile App may record, stream, transfer, process, store and/or archive audio, text and/or keystrokes when you interact with it. Wavvest and/or its third-party licensors and vendors record, process and retain your interactions to provide, personalize, troubleshoot, and improve the Wavvest Mobile App and our third-party licensors' and vendors' services.

Access to and use of password protected and/or secure areas of the Wavvest Mobile App is restricted to authorized users only. Unauthorized persons attempting such access may be subject to criminal or civil penalties or other legal action.

Information Storage and Collection On Your Mobile Device

Wavvest uses various technologies to collect and store information, including cookies, local storage, such as browser web storage or application data caches, databases, and server logs. Information collected and stored is used for many functions of Wavvest Mobile App, including security purposes, session management, and personalization.

For the technologies that are strictly necessary for the Wavvest Mobile App to work as designed, you are agreeing to their use by agreeing to these Terms and by using the Wavvest Mobile App. To the extent permitted by applicable law, there is no prior consent required and the only way to revoke your consent is to uninstall the Wavvest Mobile App. Any feature for which your prior consent is required will remain off and no data related to their use will be stored unless you consent to their use to support this functionality by enabling the feature in the Wavvest Mobile App. This data persists in local storage.

Messaging

As part of the Wavvest Mobile App, you may receive push notifications, text messages, alerts, or other messages sent to you outside or inside the Wavvest Mobile App ("Push Messages"). You have control over the Push Messages settings and can opt in or out of these Push Messages through the Wavvest Mobile App or through your device's operating system. Messaging fees may apply depending on the message plan you have with your wireless carrier. Wavvest disclaims all liability for Push Messages sent erroneously due to technical failures or errors.

Feedback



To the extent that you provide suggestions, comments or other feedback to Wavvest regarding the Mobile Application, you acknowledge and agree that your feedback is voluntary and that Wavvest may use your feedback for any purpose without obligation of any kind. To the extent a license is required to make use of your Feedback, you grant Wavvest an irrevocable, perpetual, non-exclusive, fully-paid-up, royalty-free license to use your feedback in connection with Wavvest's business, including (without limitation) the enhancement of the Wavvest Mobile App.

App Updates

The Wavvest Mobile App is built and updated for the most current, generally available version of mobile operating systems, and compatibility issues may be encountered when using older versions. Wavvest may require you to update your version of the Wavvest Mobile App at any time. While every effort will be made to retain your personal settings and preferences, there is still the possibility that they may be lost.

Connection Limitations or Disabled Features

Wireless network coverage and Wi-Fi network speed varies by provider and geographic location. Wavvest is not responsible for limitations and/or failures in performance associated with any wireless or Wi-Fi service used to access this mobile application or for the security of any wireless or Wi-Fi service. It is possible that a wireless connection can be interrupted, or that a feature or function may not be available when using the Wavvest Mobile App or is disabled, when attempting to conduct a transaction. Should this happen, review your transaction status to verify the status of the attempted transaction when you return to an area with wireless coverage or have access to a computer.

Scope of License

You are granted a non-exclusive, personal, revocable, non-transferable license to use the Wavvest Mobile App on the mobile device for which it is provided and that you own or control. You must use the Wavvest Mobile App in strict compliance with all rules and usage requirements of the application store from which you downloaded the Wavvest Mobile App. You are responsible for locating and reviewing those rules and usage requirements.

You agree to use the Wavvest Mobile App, and all related software provided to you by Wavvest, solely to access and use the Wavvest services for your personal, non-commercial use and will not attempt to post or transmit any file that contains viruses, worms, Trojan horses, or any other contaminating or destructive features, or that otherwise interfere with the functioning of the Wavvest Mobile App in any way, and agree not to modify, decompile, reverse engineer, or create derivative works of the Wavvest Mobile App. Except as otherwise required by applicable law or regulation, Wavvest may, at any time in its sole discretion and without prior notice: (i) terminate your use and license of the Wavvest Mobile App; (ii) expand, reduce or suspend the type and/or size of transactions allowed using the Wavvest Mobile App; (iii) change the enrollment process and transaction limits associated with the Wavvest Mobile App; (iv) or update, revise, modify or



discontinue support for the Wavvest Mobile App. All questions and requests relating to Wavvest Mobile App support must be directed to Wavvest.

The Wavvest Mobile App is licensed, not sold. It is owned by Wavvest and/or its affiliates, agents or licensors, and is protected by United States copyright laws and international treaty provisions. Except for the limited license expressly granted in these Terms, Wavvest reserves all right, title, and interest in and to the Wavvest Mobile App. All content, trademarks, services marks, trade names, logos, and icons are proprietary to Wavvest and/or its affiliates, agents or licensors. You may not remove any proprietary notices (e.g., copyright and trademark notices) from the Wavvest Mobile App.

These Terms are a contract between you and Wavvest only. Your wireless carrier, the manufacturer and retailer of your mobile device, the developer of the operating system for your mobile device, and the operator of any application store or similar service through which you obtain the Wavvest Mobile App (collectively, the "Third Parties") are not parties to these Terms and they do not own and are not responsible for the Wavvest Mobile App including (without limitation) claims for: (i) product liability; (ii) any claim that the Wavvest Mobile App fails to conform to any applicable legal or regulatory requirement; or (iii) claims arising under consumer protection, privacy, or similar legislation. You are responsible for complying with all application store and other applicable terms and conditions of the Third Parties. Nothing contained in these Terms will be construed as modifying or amending any terms between you and the Third Parties with regard to their subject matter. The Third Parties are not providing any warranty for the Wavvest Mobile App, and are not responsible for maintenance or other support services for it and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Wavvest Mobile App for purposes of your Wavvest account.

You acknowledge and agree that the Third Parties and their subsidiaries, are third party beneficiaries of these Terms and that, upon your acceptance of the terms and conditions of it, they will have the right (and will be deemed to have accepted the right) as a third party beneficiary hereof to enforce these Terms against you.

You represent and warrant that you are not (i) located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; or (ii) listed on any U.S. Government list of prohibited or restricted parties.

Third Party Software

The Wavvest Mobile App and future enhancements may contain certain components ("Third Party Components") that are provided to you under terms and conditions different from these Terms, or that require Wavvest to provide you with certain notices and/or information. Your use of each Third Party Component will be subject to the terms and conditions of those other terms and conditions. WAVVEST MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WITH REGARD TO ANY THIRD-PARTY COMPONENTS. VALL



THIRD-PARTY COMPONENTS ARE PROVIDED “AS-IS” AND WITHOUT WARRANTIES OF ANY KIND. IN NO EVENT WILL WAVVEST BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY COMPONENTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

Disclaimer of Warranties

THE WAVVEST MOBILE APP IS PROVIDED ON AN “AS-AVAILABLE” AND “AS-IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WAVVEST AND ITS AFFILIATES, AGENTS, AND LICENSORS DISCLAIM ALL WARRANTIES FOR THE WAVVEST MOBILE APP, INCLUDING (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. WAVVEST DOES NOT WARRANT THE WAVVEST MOBILE APP WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE WAVVEST MOBILE APP WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE WAVVEST MOBILE APP CAN OR WILL BE CORRECTED. Any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Wavvest Mobile App to operate in material accordance with its then current documentation will be governed by these Terms.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WAVVEST AND ITS AFFILIATES, AGENTS, AND LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR DIRECT DAMAGES, OR ANY OTHER DAMAGES, WHICH SHALL INCLUDE (WITHOUT LIMITATION) DAMAGES FOR LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE WAVVEST MOBILE APP, EVEN IF WAVVEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE). IN ANY CASE, THE ENTIRE LIABILITY OF WAVVEST AND ITS AFFILIATES, AGENTS, AND LICENSORS UNDER THESE TERMS FOR ALL DAMAGES OF EVERY KIND AND TYPE (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO TEN DOLLARS (\$10.00).

Indemnity

You shall indemnify, defend, and hold Wavvest harmless from any liability, loss, claim and expense (including attorney fees) related to your violation of these Terms or use of the Wavvest



Mobile App. Wavvest reserves the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you shall cooperate with any reasonable requests assisting Wavvest's defense of such matter.

Waiver and Severability

Any waiver of any provision contained in these Terms shall not be deemed to be a waiver of any other right, term, or provision of these Terms. If any provision in these Terms is determined to be wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent it is legal and valid, and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

Changes to the Terms

We may add, delete or change these Terms at any time. We will inform you of Changes when legally required. We may communicate changes by either email or a notice on the Wavvest Mobile App. In some circumstances, you may be asked to re-consent to the Terms. You agree that by continuing to use the Wavvest Mobile App, including your provision of any information in connection with such use, after the date that changes are communicated or otherwise made available to you, such changes will be effective for any use of the services and transactions made after that date, whether or not you read or otherwise receive actual notice of the changes. If you do not agree with a change, you should stop using the Wavvest Mobile App.

General

These Terms are governed by and construed in accordance with the laws of the State of Illinois, as applied to agreements entered into and wholly performed within the State of Illinois between Illinois residents. Any action or proceeding brought by either party shall be brought only in a state or federal court of competent jurisdiction located in Chicago, Illinois, and the parties submit to personal jurisdiction of those courts for purposes of any action or proceeding. These Terms constitute the entire understanding and agreement between us and you with respect to the transactions contemplated in these Terms and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of these Terms, all of which are merged in these Terms. Except as provided above, these Terms may not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both parties. If any provision of these Terms is found invalid or unenforceable pursuant to judicial decree, the remainder of these Terms will remain valid and enforceable according to its terms. Any failure by Wavvest to strictly enforce any provision of these Terms will not operate as a waiver of that provision or any subsequent breach of that provision. The disclaimers and limitations of liability will survive any termination or expiration of these Terms. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE,**



**ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES WILL
REMAIN IN EFFECT.**