

# TERMS OF SERVICE

Effective 1/18/2019

Welcome to Vestive! We are excited to bring simple, smart, sustainable investing to all investors. Before using our website, please carefully read this notice.

## **Who We Are**

Vestive is an investment adviser registered with the U.S. Securities and Exchange Commission.

## **Agreement to These Terms**

Access to our website and services is subject to the following Terms of Service (“Terms”), and by using our site and services (collectively, the “Platform”) you are agreeing to be bound by these Terms, as well as our Privacy Policy, both of which may be updated by us from time to time without notice to you. Your continued use of our website following the posting of any changes to this Agreement constitutes acceptance of those changes. Make sure to look through them on an intermittent basis.

## **Accessing Our Site**

Our Platform is intended only for individuals located in the United States. Vestive makes no representation that the Platform is appropriate for use outside the United States, or that accessing it from outside the United States is legal or permissible under local law. Nothing on the Vestive site shall be considered a solicitation to sell advisory services to any person in any jurisdiction where such offer or solicitation would be unlawful under the laws of such jurisdiction.

Vestive is only intended for individuals age 18 or older. Any access to or use of the Platform by anyone under 18 is unauthorized, unlicensed, and in violation of these Terms. By accessing or using the Platform, you represent and warrant that you are 18 or older.

## **Educational Use Only**

Vestive provides its investment advisory services only to individuals who become Vestive clients pursuant to a written investment advisory agreement. Articles, commentaries, investment plans and other content provided by Vestive on or through the Website are for illustrative or educational purposes only and do not constitute investment, legal or tax advice, or an offer to buy, sell or hold any security. Please read Vestive's Form ADV Part 2 carefully prior to becoming a client.

The publicly available portions of the Platform (i.e., the sections of the Platform that are available to individuals who are not party to an investment advisory agreement) are provided for educational purposes only and are not intended to provide legal, tax, or financial planning advice. Articles, commentaries, investment plans and other content provided by Vestive on or through the Website are for illustrative or educational purposes only and do not constitute investment, legal or tax advice, or an offer to buy, sell or hold any security. In using the publicly available portions of the Platform, you agree that you are responsible for your own investment research and decisions, that you will not rely on the Platform as the primary basis for your investment decisions, and, except as otherwise provided herein, Vestive will not be liable for any actions you take based on information you receive via the publicly available portions of the Platform.

## **Forecasts and Projections**

Forecasts or projections of investment outcomes in investment plans are estimates only, based upon numerous assumptions about future capital markets returns and economic factors. As estimates, they are imprecise and hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. Diversification does not ensure a profit or protect against a loss in a declining market. There is no guarantee that any particular asset allocation or mix of funds will meet your investment objectives or provide you with a given level of income. Investing entails risk including the possible loss of principal and there is no assurance that the investment will provide positive performance over any period of time.

The return, composite, and performance information shown on the Platform uses or includes information compiled from third-party sources, including independent market quotations and index information. Vestive believes the third-party information comes from reliable sources, but does not guarantee its accuracy.

## **Financial Account Aggregation**

Vestive may include a service that links your outside financial accounts to your plan account (the "Aggregation Service"). If you choose to use the Aggregation Service, the following additional terms apply to you, and by using the Aggregation Service, you agree with these terms. You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites ("Account Data") and you agree to not misrepresent your identity or your Account Data. You agree to keep your Account Data up to date and accurate. By using the Aggregation Service, you authorize Vestive and its service providers to access third party sites designated by you, on your behalf, to retrieve information requested by you. For all purposes hereof, you hereby grant Vestive and its service providers a limited power of attorney, and you hereby appoint Vestive and its service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party sites, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person.

You acknowledge and agree that when Vestive or its service providers access and retrieve information from third party sites, Vestive and its service providers are acting as your agent, and not the agent or on behalf of the third party. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Aggregation Service is not endorsed or sponsored by any third party account providers accessible through the Aggregation Service.

Vestive and its service providers make no warranty that (i) the aggregation service will meet your requirements, (ii) the aggregation service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the aggregation service will be accurate or reliable, (iv) the quality of any information or other material obtained by you through the aggregation service will meet your expectations, or (v) any errors in the technology will be corrected. Any material downloaded or otherwise obtained through the use of the aggregation service is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. Some jurisdictions do not allow the exclusion of certain warranties. accordingly, some of the above limitations may not apply to you. To the extent that any part of this section is not consistent with any other part of the tos, then this section will control.

## **Access to the Platform**

Vestive reserves the right, in its sole discretion, to deny you access to the Platform, or any portion of the Platform, without notice and without reason. For the avoidance of doubt, your access to and use of the publicly available portions of the Platform shall be governed by these Terms and Conditions, and the provision of any investment advisory and brokerage services shall be governed by the investment advisory agreements with respect to such services. Notwithstanding the foregoing or anything else in these Terms to the contrary, in the event of any conflict between the Terms and an investment advisory agreement, the investment advisory agreement shall control.

## **External Links**

Vestive is not responsible for the privacy, security, or information policies of third party links from or on the Vestive site. Clicking on said links may take the user to other sites or display information from third parties. Vestive is not responsible for the content, privacy policies, terms of use, or any other factor of such third parties. It assumes neither liability nor responsibility for their actions, information, or communication. Such products, services, or content are provided without endorsement or warranty of any kind. User accepts sole responsibility for accessing such links.

## **Conditions of Use**

You agree that you will comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements. You further agree that you will use the Platform solely for your personal, non-commercial use and will not attempt to interfere with the functioning of the Platform in any way.

You agree not to engage in any of the following:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Platform or any portion of the Platform, other than than via software that sends queries to the Platform to index or rank a website for search and location purposes, without Vestive's express written consent, which may be withheld in Vestive's sole discretion.

- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Platform, other than the search engines and search agents available through the Platform and other than generally available third-party web browsers.
- Post or transmit any file which contains viruses, worms, Trojan horses, or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Platform.
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Platform.

### **Secure Areas**

Access to secure areas of the Platform is restricted to authorized users only. You are responsible for activity occurring through the use of your account and/or password accessed through the Platform. You agree to immediately notify Vestive of any actual or suspected unauthorized use of your account. Vestive will not be responsible for failure to comply with the above.

### **Communication with Vestive**

Authorized employees or agents of Vestive may monitor and record all or portions of your telephone calls, emails, text messages, chats and other communications with Vestive for quality control, customer service, employee training, security, legal, compliance, and other lawful purposes. You hereby consent to such recording. That consent is ongoing and need not be confirmed prior to, or during, such monitoring or recording, except to the extent applicable law expressly requires otherwise. Vestive may also archive your communications with Vestive for regulatory and other purposes. Communications through the website may involve the electronic transmission to any e-mail address you provided to us, of information that you may consider to be personal financial information and you agree and consent to such transmission of such information.

### **Confidentiality of Information**

Vestive has taken reasonable steps to ensure the confidentiality of information taken through the Website and transmitted via the Internet. However, unexpected changes in technology may

be used by unauthorized third parties to intercept confidential information and we cannot be responsible should confidential information be intercepted and subsequently used by an unintended recipient.

### **Data Collection**

When you visit the Vestive website, we collect certain anonymous information about you, including, device-related information (e.g., browser type and IP address) and server log information (e.g., the date and time when you visit the website). We also collect information that you input into our Website. We use this information to better understand our visitors and our business, to provide the services you request, and to enhance the Vestive service.

### **Copyright**

Vestive maintains the Website and is the owner or the authorized user of all text, images, graphics, photos, animation, music, sounds and other materials contained within the Website. The materials contained within the Website, including, without limitation, any copyrights, trademarks, service marks, and all other proprietary materials, are protected by the U.S. and international copyright laws and treaty provisions, trademarks laws, and other proprietary rights laws. Vestive also owns a copyright in the selection, coordination and arrangement of the material contained within the Website.

The material contained within the Website is provided by Vestive for use by prospects and clients. The material may not be copied, republished, incorporated into another website or reproduced (whether by linking, framing, or any other method), transmitted, distributed, uploaded, posted, used to create a derivative work or exploited in any other way without the express written consent of Vestive.

### **No Warranties**

All products, services, and content on the website are provided “as is” without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, security, or accuracy. Vestive specifically disclaims any duty to update the information on the Platform and it is your responsibility to evaluate the accuracy, reliability, timeliness, and completeness of any information available on the Platform. Vestive does not guarantee that the Platform will operate error-free or that the platform, its servers, or the content are free of computer viruses or similar contamination or

destructive features. If you choose to use the Platform, or rely on the information presented on it, you do so solely at your own risk.

Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

### **Indemnification and Hold Harmless**

You agree to indemnify, defend, and hold harmless Vestive and its affiliates, officers, directors, employees, consultants, agents and licensors from any and all third-party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from your failure to comply with the Terms of Service, your infringement or violation of any intellectual property or other right of a third party, or from your violation of any applicable law.

### **Limitation of Liability**

In no event will Vestive, its officers, directors, affiliates, agents or any data provider or service provider be liable for any consequential, indirect, incidental, special or punitive damages, loss of business revenue or lost profits, whether in an action under contract, negligence or any other theory, arising out of: (i) your use or inability to use the service, (ii) your reliance on any content, or (iii) any products or services advertised on the service; even if Vestive or any related party has been advised of the possibility of such damages. Neither Vestive or any data provider or service provider shall be liable to you for any loss or damage, direct, indirect or consequential, arising from (i) any inaccuracy or incompleteness in, or delays, interruptions, errors or omission in the delivery of the third party data or any other information supplied to you through the service or any unauthorized access to or alteration of your transmissions or data, or (ii) any decision made or action taken by you or any third party in reliance upon the third party data.

## **Choice of Law**

All Website activity or use and these Terms and Conditions are governed by the laws of the United States of America and the applicable laws of the State of New York, without regard to conflict of law principles. You agree that the federal court of the Southern District of New York, if it has subject matter jurisdiction, will have exclusive jurisdiction to hear and determine any claims or disputes between you and Vestive, pertaining directly or indirectly to these Terms and Conditions, or to any matter arising from these Terms and Conditions, or any other document executed and delivered in connection with these Terms and Conditions, the use of the Platform or the online services offered by Vestive. If the federal court lacks subject matter jurisdiction, any state court located in New York, New York, will have exclusive jurisdiction to hear and determine such claims or disputes. To the fullest extent permitted by applicable state and federal law, you and Vestive each agree to waive the constitutional right to a trial before a jury.

## **Waiver and Severability**

Any waiver of any provision contained in these Terms and Conditions shall not be deemed to be a waiver of any other right, term, or provision of these Terms and Conditions. If any provision in these Terms and Conditions 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 thereby.

## **Assignment**

You may not assign these Terms and Conditions (by operation of law or otherwise) without the prior written consent of Vestive, and any prohibited assignment will be null and void. Vestive may assign these Terms and Conditions or any rights hereunder without your consent.

## **Platform and Terms Subject to Change**

We reserve the right to change these Terms and Conditions by posting a revised agreement. If you don't agree with these changes, you must stop using the Platform. The information on the Platform is subject to change without notice.

**Modification to Website**

We may at any time and from time to time to modify or discontinue, temporarily or permanently, this Website (or any part thereof) with or without notice. We shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

**Arbitration**

Except for the right of any party to apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, To the extent permitted by law, any controversy, dispute or claim arising out of or relating to these Terms will be submitted to binding arbitration in New York, NY before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party will be entitled to reasonable attorneys' fees, costs and expenses. This agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.