

TIFIN Terms and Conditions

The TIFIN Group LLC (together with its subsidiaries and affiliates and the respective businesses of each, collectively, the “Company Group”, “us”, “we” and variations thereupon, and each such company, a “Company”) coordinates to provide Services to you, either in your capacity as a client (a “Client”) or as an authorized user of a Client (“you” or variations thereupon). You have accepted these terms and conditions (these “Terms and Conditions”) which govern your use of the Services. The Applicable Companies, Client and/or you may each be referred to herein as a “Party” and, collectively, as the “Parties”.

General Notices:

- ***PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS IN CONNECTION WITH THE APPLICABLE COMPANIES’ PROVISION OF SERVICES TO YOU. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE TIFIN GROUP LLC AND/OR ANOTHER CONSTITUENT COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.***
- For the avoidance of doubt, these Terms and Conditions and the Privacy Notice may be accepted electronically, and it is the intention of all parties that such acceptance shall be deemed to be as valid as an original signature.
- Notwithstanding anything to the contrary contained herein, if you are a Client of the Applicable Companies and are party to an agreement with the Applicable Companies for software and/or services (a “Software & Services Agreement”), such Software & Services Agreement may supersede these Terms and Conditions with respect to some or all of the terms contained herein. The Applicable Companies may have terms and conditions which serve to supplement or replace these Terms & Conditions in which case those terms and conditions will govern to the extent of any inconsistencies herewith.

- NOTICE: Investing involves significant risks and potential for financial loss, including the loss of all the value of your assets. Investors or their representatives should therefore carefully consider whether trading or holding assets is suitable for in light of such investors' financial condition. By using the Services (to the extent applicable), you acknowledge and agree that you are aware of, and assume, all risks associated with any investment of such assets and you are solely responsible for conducting your own independent analysis of the risks specific to assets, investments and the Services. The Applicable Companies are not responsible or liable for any such risks or adverse outcomes. In exchange for using the Services, you hereby agree not to hold the Company Group or its third party service providers liable for any possible claim for damages arising from any decision you make based on information made available to you through the Services.

Your Privacy: We respect the privacy of our users. For more information please see our privacy notice, located at <https://tiffin.com/privacy-policy/> (the "Privacy Notice"). By using the Services, you consent to our collection, use and disclosure of personal data and other data as outlined therein.

1. **Eligibility and Registration Requirements.**

- 1.1. By using the Services, you represent and warrant that you (a) are at least 18 years of age or of legal age to form a binding contract under applicable law; (b) are an individual, legal person or other organization with full legal capacity and authority to enter into these Terms and Conditions; and (c) have not previously been suspended or removed from using the Services.
- 1.2. The Company Group is committed to full compliance with all applicable laws, regulations and policies, including without limitation those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). As such, you agree that you shall not directly or indirectly access, use, or otherwise export, re-export, transfer, or engage in transactions involving the Services to or from any country, region, or individual that is subject to U.S. sanctions or is located in, or is a national or resident of, any OFAC restricted territory. ***Any violation of this provision will be considered a material breach of these Terms and Conditions, and the Applicable Companies reserve the right to immediately terminate any access or usage rights without notice and take any further action required by law. By accessing and using the Services, you confirm that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited list.*** Specifically, you agree that you shall not:
 - 1.2.1. Access or use the Services in or from any OFAC-sanctioned country or territory, including without limitation Cuba, Iran, North Korea, Russia, Syria, and the Crimea Donetsk and Luhansk regions of Ukraine;
 - 1.2.2. Facilitate, encourage, or participate in any activity that could lead to a violation of OFAC sanctions, including the involvement of any individuals or entities listed on the OFAC Specially Designated Nationals ("SDN") List or other sanctioned parties;

- 1.2.3. Conduct transactions, either directly or indirectly, with individuals or entities from OFAC-restricted territories or those listed on the OFAC SDN List, or with entities that are owned or controlled by individuals or entities from such territories or lists; and/or
- 1.2.4. Bypass or attempt to bypass any technical or administrative controls put in place by the Applicable Companies to enforce these restrictions.
- 1.3. The Applicable Companies maintain the right to select the markets and jurisdictions in which the Services are available, and may, at its sole discretion, restrict or prohibit the Services in certain locations (“Restricted Locations”). For that reason, the range of Services available to you will depend upon the location from which you may access the Services. You may not use the Services if you are located in, or a citizen or resident of, any Restricted Location, or where your use of the Services would be illegal or otherwise violate any applicable law.
- 1.4. When you register for the Services and create an account (an “Account”), the Applicable Companies may ask you to give us certain identifying information, including non-public personal information (“Account Information”). You agree to provide true, accurate, current and complete information about yourself including, as applicable and without limitation, your full legal name, address, email address, phone number, taxpayer or government identification information, proof of identity, and bank account details, credit card numbers and/or digital wallet information. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from the Applicable Companies for any purpose. You may not transfer your Account to anyone else without the prior written consent of the Applicable Companies. We agree to treat with care your Account Information that you entrust to us, in accordance with our Privacy Notice.
- 1.5. You hereby authorize the Company Group, directly or through third parties, to make any inquiries we deem necessary to verify your identity, protect against fraud or other financial crime, and/or comply with its legal obligations under various anti-money laundering (AML) obligations, such as under the U.S. Bank Secrecy Act (BSA). You acknowledge and agree that your personal information may be disclosed as required to certain fraud prevention or financial crime agencies and that these agencies may respond with additional inquiries. You further authorize the Company Group to take whatever action it deems necessary under applicable laws and reasonably necessary based upon such inquiries.

- 1.6. For your protection and the protection of other customers of the Applicable Companies, you agree to maintain your Account Information (including passwords, user names, and screen names) in strict confidence and not to share Account Information with any third party, including, but not limited to colleagues, co-workers, advisors or agents. In the event that you share your Account Information with a third party, the Applicable Companies may consider their activities to have been authorized by you. You are solely responsible for all activity that occurs under your account including without limitation all transactions initiated, messages posted, statements made, or acts or omissions that occur within the Service through the use of your Account, in each case, including fraudulent activity. You agree that the Applicable Companies are not liable for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack or otherwise. You agree to immediately notify the Applicable Companies if you become aware of any loss or theft of your Account Information or any unauthorized use or acquisition of your access to the Services or any other breach of security.

2. License and Term.

- 2.1. Upon acceptance of these Terms and Conditions, the Applicable Companies hereby grant to Clients and their authorized users a non-exclusive, non-transferable, limited license (the "Limited License") to use the Services during the Term in accordance with the Documentation, subject to the terms herein and any additional terms imposed by the Applicable Companies (including payment). Unless otherwise expressly authorized herein, by separate written agreement or consent, or in the Services or Documentation, you agree not to display, distribute, license, sublicense, rent, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purposes, any portion of the Services, use of the Services or access to the Services.
- 2.2. Each user accessing the Services must be an authorized user and must have access to only those functions for which the Applicable Companies have granted specific user rights. The license granted hereunder may be limited to the number of Authorized Users presented in the payment terms of your Software & Services Agreement, if applicable. You hereby represent and warrant that each such user will access and use the Software solely for authorized purposes and for no other purpose.
- 2.3. Unless otherwise provided in the Software & Services Agreement applicable to you, your Services subscription will continue and automatically renew until terminated (the "Term"), during which time the applicable Parties shall be bound by these Terms and Conditions. To use the Services you may need to have internet access and you may be required to provide us, or in certain circumstances, one of our affiliates, with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party.

- 2.4. We may offer a number of membership plans, including memberships offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you.

3. **Promotions.**

- 3.1. We may from time to time offer special promotional offers, plans or memberships, including free trials ("Offers"). Offer eligibility is determined by the Applicable Companies at their sole discretion and we reserve the right to revoke an Offer and put your account on hold in the event that we determine you are not eligible. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other communications made available to you.

4. **Fees, Billing and Cancellation.**

- 4.1. Fees. By using the Services, you agree to pay the Applicable Companies any and all applicable fees and charges in accordance with the billing terms set forth in these Terms and Conditions or the Software & Services Agreement, as applicable (and any Purchase Order, order form or SOW attached thereto, as applicable), which such fees shall become due and payable 30 days following the date of each invoice unless otherwise specified in the Software & Services Agreement, as applicable (and any Purchase Order, order form or SOW attached thereto, as applicable). All fees are quoted and payable in United States Dollars unless otherwise indicated. In addition to such fees, you shall pay all applicable sales, use and other taxes or duties (excluding taxes based on the Company's net income).
- 4.2. Billing Cycle. The membership fee for the Services and any other charges you may incur in connection with your use of the Services, such as taxes and possible transaction fees, may be charged to your Payment Method, if applicable, according to the payment plan selected. The length of your billing cycle may depend on the type of subscription that you selected, if applicable. Membership fees are fully earned upon payment. In some cases your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan or if your paid membership began on a day not contained in a given month. Notwithstanding the foregoing, if you were granted access to the Services through one of our Clients, affiliates, partners or other third parties, different payment and billing terms may apply.

- 4.3. Payment Methods. To use the Services you may be required to provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your Account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your Account, we may suspend your access to the Services until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details. Notwithstanding the foregoing, if you were granted access to the Services through one of our Clients, affiliates, partners or other third parties, different payment and billing terms may apply.
- 4.4. Changes to the Price and Subscription Plans. We reserve the right to change our subscription plans or adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms and Conditions and/or the Software & Services Agreement, as applicable, any price changes or changes to your subscription plan will take effect following notice to you.
- 4.5. No Refunds. Unless otherwise specified on the Applicable Companies' platform, payments and fees are deemed earned once received by the Applicable Companies and are nonrefundable. For the avoidance of doubt, unless otherwise specified on the Applicable Companies' platform, there are no refunds or credits for partially used membership periods. Following any cancellation, however, you will continue to have access to the Services through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

5. Services, Conditions and Restrictions.

- 5.1. During your Services membership, the Applicable Companies grant you the Limited License. All Services and Documentation are proprietary to the Applicable Companies. Any materials displayed, performed or available on or through the Services ("Content") including without limitation, text, graphics, data, articles, photos, images, illustrations are protected by copyright and/or other applicable intellectual property laws. Aside from the Limited License no right, title or interest shall be transferred to you. The Applicable Companies may, in their sole discretion, remove any Content or functionality from the Services at any time, for any or no reason and without notice.

- 5.2. You may access the Services and the Content primarily within the country in which you have established your Account and only in geographic locations where we offer our Services and have licensed such Content. The Content that may be available will vary by geographic location and will change from time to time. The Company Group is headquartered in the United States. If you access or use the Services from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. No Services or Content may be downloaded from our platforms or otherwise exported or re-exported in violation of U.S. export laws.
- 5.3. Except as explicitly authorized in these Terms and Conditions and/or the Software & Services Agreement, as applicable, or otherwise by the Applicable Companies in writing, you agree not to archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through the Services. You also agree not to use any robot, spider, scraper or other automated means to access the Services; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Services; insert any code or product or manipulate the content of the Services in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Services, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of the Services if you violate these Terms and Conditions or are engaged in illegal or fraudulent use of the Services. You also agree that you will not use or interact with the Services, including by contributing any Content or user information (as those terms are defined herein), in a manner that: (1) jeopardizes the security of your Account or any other user's account (such as allowing someone else to log in to the Services as you); (2) violates the security of any computer network, including any attempts to hack users' passwords or security encryption codes; (3) runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure); (4) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means); (5) copies or stores any significant portion of the Content; (6) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying information of or relating to the Services; or (7) brings disrepute to, or otherwise harms the reputation of, the Company Group or third party service providers. You are further prohibited from using the Services in any manner that is not expressly and unambiguously authorized by these Terms and Conditions.
- 5.4. You are prohibited from accessing or using the Services, or registering for an Account, if you: (1) have been identified as a "Specially Designated National" by the Office of Foreign Assets Control; (2) have been placed on the U.S. Commerce Department's Denied Persons List; or (3) are located in, under the control of, or a national, citizen or resident of any Restricted Locations, or any country to which the United States has embargoed goods or services.

5.5. Subject to the Privacy Notice, you hereby grant the Company Group and its third party service providers a non-exclusive, transferable, world- wide, royalty-free, sublicensable transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any Provided Content for purposes of providing the Services, usage analytics, product development and other related purposes. Furthermore, the Company Group and its third party service providers shall have the right to compile, distribute, and otherwise exploit anonymized, aggregated data derived from your Account for their respective business purposes, including assessing the aggregate usage of the Services generally. You represent and warrant that: (i) you own the user information or have the right to grant the rights and licenses in the terms described herein, and (ii) the Applicable Companies' use of the user information as licensed herein does not and will not violate, misappropriate or infringe on the rights of any third party. You understand and agree that the Applicable Companies, in performing the required technical steps to provide the Services to users (including you), may need to make changes to your user information to conform and adapt that user information to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so. The Applicable Companies, at their sole discretion, may remove any user content from any of the Services at any time for any or no reason. You hereby grant a non-exclusive, world-wide, royalty-free license to the Company Group and its third party service providers to reproduce, disclose, transmit, publish, broadcast, or post any communications or material of any kind that you e-mail, post or otherwise transmit through the Services, including data, questions, comments, or suggestions (your "Communications") in connection with the Applicable Companies' provision of Services to you, with no liability or obligation to you. You hereby grant permission to the Company Group and its third party service providers to use any ideas, concepts, know-how, or techniques contained in your Communications for any purpose including, but not limited to, developing and marketing products using such information. The Company Group and its third party service providers, each of their respective affiliates and agents, are entitled, but not obligated, to review or retain your Communications. The Applicable Companies may monitor your Communications to evaluate the quality of Services you receive, your compliance with these Terms and Conditions or other written agreements, the security of the Services, or for other reasons. You agree that these monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which the Applicable Companies or their third party service providers monitor your Communications and enforce or fail to enforce these Terms and Conditions, or any other guideline, terms and conditions, or policies relating to the Services. In no event will the Company Group or its third party service providers be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of any monitoring activities.

- 5.6. The Services may contain or consist of components which are licensed from third parties (“Third Party Software”). In addition to the terms herein, your use of the Third Party Software is subject to and governed by the respective license terms of such Third Party Software. Any Third Party Software embedded or provided in connection with the Services may be used only in conjunction with the Services, the use of which is subject to these Terms and Conditions. You acknowledge that, to the extent the Applicable Companies license some or all of the constituent components of the Services from third party service providers (with or without notice to you), (a) the Applicable Companies may make available to you certain Third Party Software or services (the use of which may require your acceptance of such third party’s license agreement or terms and conditions), which shall be deemed part of the Services; and (b) the Applicable Companies shall not have any responsibility to update such Third Party Software or services, but such third party service providers, may (without any obligation) make them available to the Applicable Companies for use in connection with the Services. You consent and authorize the Applicable Companies to delegate the authorizations you provide to the Applicable Companies to its third party service providers as the Applicable Companies deem necessary or desirable to provide the Services to you. You agree that these Terms and Conditions, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into these Terms and Conditions, together with any Software & Services Agreements, inure to the benefit of such third party service providers. You also agree that all references to the Company Group and/or the Applicable Companies within these Terms and Conditions and any incorporated terms are also deemed to include, where applicable, such parties’ agents, vendors and licensors, including third party service providers.
- 5.7. The Services may contain links, access or connections (“links”) to third party websites, applications, services or other materials (collectively “Third Party Content”) that are not affiliated, owned or controlled by the Applicable Companies. You accept and acknowledge the risks of accessing any Third Party Content, and that the Applicable Companies have no control over and assumes no responsibility for and cannot monitor, verify, censor or edit any Third Party Content. The fact that a link to a site has been provided is not an endorsement, representation, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. You expressly waive as against the Applicable Companies, and the Applicable Companies expressly disclaim, any liability, losses or damages arising from your use or access or as a result of any actions taken in reliance on any Third Party Content. We encourage you to be aware when you leave the Services, and to read the terms and conditions and investigate the source of any Third Party Content that you visit or use.

5.8. The Services may make available certain financial market data, quotes, news, research, analyst research, reports and opinions or other financial information (collectively, the “Market Information”) that has been independently obtained by certain financial market information services, financial publishers, various securities markets including stock exchanges and their affiliates, investment bankers and other providers or has been obtained by the Applicable Companies, their affiliates or their Third Party Service Providers (collectively, the “Information Providers”). Neither the Applicable Companies nor their other third party service providers guarantee or certify the accuracy, completeness, timeliness or correct sequencing of the Market Information made available to you by the Information Providers or any other third party transmitting the Market Information (the “Information Transmitters”). You understand that none of the Market Information available through the Services constitutes a tailored recommendation or solicitation that you should purchase or sell any particular security or other asset without further analysis including the investors specific financial circumstances and needs. Neither the Applicable Companies or nor their other third party service providers endorse or approve any of the Market Information, the Applicable Companies only make such Market Information available, if applicable, as a service and convenience you and do so on an “as-is” basis, without any responsibility over or liability to you for accuracy, completeness, timeliness, correct sequencing or organization or for any action taken by you or others in reliance on such Market Information. You will not redistribute or facilitate the redistribution of Market Information, nor will you provide access to Market Information to anyone who is not authorized by the Applicable Companies to receive such Market Information. If you are a securities broker, dealer, banker, or investment advisor, you agree not to use Market Information provided by us or our third party service providers for any purpose related to your business other as falls within the scope of the Applicable Companies’ provision of Services to you.

- 5.9. You or Client, as applicable, shall be solely responsible for actions and the actions of you, Client and/or Client's authorized users, as applicable, in connection with use of the Services. You agree: (1) to abide by all local, state, national, and international laws and regulations applicable to use of the Services, including, if applicable and without limitation, intellectual property and privacy laws, including, without limiting the generality of the foregoing, the U.S. Computer Fraud and Abuse Act; (2) to take all necessary steps to avoid uploading or distributing malware, viruses, corrupted files, or any other software or programs that may damage the operation of the Services or another's computer or mobile device; (3) not to use the Services for illegal, fraudulent, harmful, unethical or inappropriate, deceptive, threatening, harassing, defamatory, or otherwise objectionable purposes (as determined in the Applicable Companies' sole discretion); (4) not to use the Services to distribute, promote or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, pornographic, indecent, defamatory, hateful, racially, ethnically, unwanted or otherwise objectionable material of any kind or nature; (5) not to use any information or other knowledge gained through use of the Services to provoke an interference with any patent application which the Company Group has filed with respect to the Services, or to amend any claim in any pending patent applications to expand such claim to read on, cover or dominate any invention (whether or not patentable) relating to the Services; (5) not to intentionally interfere with another Client or their authorized users' use and enjoyment of the Services or another person or entity's use and enjoyment of similar services; and (6) to comply with all regulations, policies and procedures of third party service providers. You acknowledge and agree that the Applicable Companies are not liable for any use of the Services in your networks and systems that constitutes infringement of a third party's intellectual property rights to the extent that such infringement would not occur outside your network or system.
- 5.10. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges.
- 5.11. By using our Services, you agree to receive, without further notice or prompting, updated versions of the Services and related third-party software. If you do not accept the foregoing terms, do not use our Services.
- 5.12. The Services may include certain services that are available via a mobile device, including the ability to browse the site from a mobile device (collectively, the "Mobile Services"). To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using Mobile Services, you agree that we may communicate with you regarding the Company Group by SMS, MMS, text message, or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to the person that acquires your old number.

5.13. You acknowledge that the Company Group may establish general practices and limits concerning use of the Services, including the maximum period of time that data or other content will be retained by the Services. You agree that the Company Group has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Services. You acknowledge that the Company Group reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that the Company Group reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

6. **Passwords and Account Access.** The member who created the account associated with such member's access to the Services and whose Payment Method is charged (the "Account Owner") is responsible for any activity that occurs through the Services account. To maintain control over the account and prevent anyone from accessing the account, the Account Owner should not reveal the password or details of the Payment Method associated to the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your Account. We can terminate your Account or place your Account on hold in order to protect you, us or our partners from identity theft or other fraudulent activity. We are not obligated to credit or discount a membership for holds placed on the account by either a representative of the Applicable Companies or by the automated processes of the Company Group.
7. **Restrictions on Use.** Except as expressly permitted in the Documentation or these Terms and Conditions, you shall not (and shall not permit any third parties to) (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, other encoded portions, interface protocols or underlying algorithms of the Services; (b) copy, modify, adapt, or create derivative works based on the Services or any related Documentation; (c) rent, lease, distribute, sub-license, sell, assign, or transfer its rights to use the Services; (d) remove or improperly use any Company Group-related proprietary notices or trademarks; (e) disclose to third parties any benchmark or competitive evaluation of the Services; (f) circumvent, or attempt to circumvent, technological measures to limit access to the Services; or (g) use the Services in any manner that violates any person's intellectual property rights, or that violates applicable law.
8. **Provided Content.** The Company Group acknowledges that, all right, title and interest in Provided Content belong to and are retained solely by Client or you, as applicable. You represent and warrant you have the right to upload any Provided Content.
9. **Security.** The Applicable Companies will implement industry standard security precautions intended to prevent unauthorized access to Provided Content. If applicable, the Applicable Companies shall issue to Client or to you, login credentials of the Services. You or Client, as applicable, are responsible for maintaining the confidentiality of, and authorized use of, all login credentials. Parties shall notify each other in a reasonably prompt manner of relevant breaches of security or unauthorized access.

10. Termination

10.1. Conduct. The Applicable Companies may suspend or terminate access to the Services, at their sole option, with or without notice to you or Client, as applicable, if you or Client are in breach of these Terms and Conditions, if your or Client's (as applicable) payments for Services provided are past due, to comply with or prevent violation of applicable law, or if necessary to prevent harm to the Applicable Companies, the Company Group or to other users.

10.2. Effect of Termination. Upon the expiration or termination of these Terms and Conditions for any reason, whether by you, Client or the Applicable Companies, yours and/or Client's (as applicable) right to use the Services shall immediately cease and your and/or Client's (as applicable) access to the Services will terminate. Fees are non-cancelable and non-refundable. Sections 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 of these Terms and Conditions shall survive its expiration or termination for any reason.

11. Confidentiality. Each Party shall retain in confidence the confidential and proprietary information disclosed or otherwise made available by the disclosing party or its affiliates in connection with these Terms and Conditions, which is identified as confidential at the time of disclosure or should reasonably be understood as confidential given the nature of the information and the circumstances surrounding the disclosure, including without limitation non-public technical and business information, such as business plans, operations, technologies, finances, and proprietary information relating to the Services ("Confidential Information"). The receiving party will use a degree of care and discretion (but not less than reasonable care) to prevent unauthorized disclosure or use similar to what it uses to protect its own information of like kind. The receiving party will not disclose the Confidential Information of the disclosing party to a third party other than to its authorized contractors, agents, advisors, or affiliates (collectively, each receiving party's "Representatives") as reasonably necessary for performance under these Terms and Conditions (or as reasonably necessary to offer, provide or facilitate additional services, including from affiliates, to you or Client, as applicable); provided, however, that each receiving party shall be liable to the disclosing party for any violation of these Terms and Conditions by its Representatives. Confidential Information shall not include information that (a) is publicly available (without breach of these Terms and Conditions), (b) is lawfully received from a third party, not known to be confidentially bound to the disclosing party (c) is disclosed to the receiving party by a third-party with no obligation of confidentiality to the other party, or (d) is generated independently by, or on behalf of, the receiving party or any of its Representatives without reference to the disclosing party's Confidential Information. The receiving party may disclose Confidential Information if required to do so under applicable law, provided that prior notice is given to the other Party if permissible (except for routine regulatory reviews or disclosures that are not specific to the disclosing party). Upon expiration or termination of these Terms and Conditions, each party shall promptly return to the other party, or destroy, the other party's Confidential Information upon requested by the other party. The receiving party and its Representatives, however, may retain Confidential Information solely as necessary to comply with applicable law and/or pursuant to bona fide compliance or document retention policies (including electronic archiving for backup purposes).

12. Warranty. THE APPLICABLE COMPANIES DO NOT WARRANT THAT (A) THE USE OF THE SERVICES OR DOCUMENTATION WILL BE ERROR-FREE OR UNINTERRUPTED, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH ANY END-USER CONTENT OR DATA, OR WITH ANY OTHER HARDWARE, SERVICES, SYSTEMS OR DATA NOT PROVIDED BY THE APPLICABLE COMPANIES, OR (C) THE SERVICES AND DOCUMENTATION WILL MEET CLIENT'S OR THEIR END USERS' REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. THE SERVICES ARE PROVIDED 'AS IS' AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS.

13. Indemnification.

13.1.By You. You shall indemnify, defend, and hold the Company Group and its affiliates, employees, officers, directors and agents, harmless from and against all suits, claims, charges and liabilities, and all associated losses, costs, damages and expenses, arising from any third party claim, suit or proceeding against the Applicable Companies and/or the Company Group due to your use of the Services or any breach of these Terms and Conditions.

13.2.By The Applicable Companies. The Applicable Companies shall indemnify, defend and hold you harmless from and against all suits, claims, charges and liabilities, and all associated losses, costs, damages and expenses, arising from any third party claim, suit or proceeding against (or at its option settle, any third party claim, suit or proceeding) against you based on a claim that the Services (not including any Third Party Software) infringes any United States patent, copyright, trademark or trade secret. The Applicable Companies may also, at its sole option and expense, (a) procure the right to continue using the affected Services consistent with these Terms and Conditions, (b) replace or modify the affected Services with reasonably equivalent software that does not infringe or, (c) terminate these Terms and Conditions if either (a) or (b) is not available on a commercially-reasonable basis.

13.3.Requirements. (a) the Applicable Companies' indemnity obligations are conditioned upon you having updated to the latest version made available by the Applicable Companies and you not altering or combining the Services beyond what is permitted by these Terms and Conditions and Documentation (if such infringement would have been avoided but for such alteration or combination). (b) The indemnities in this Section are further conditioned upon (i) the indemnified party providing prompt notice of such claim or suit to the indemnifying party, (ii) the indemnifying party having sole control of such defense and/or settlement (provided that the settlement's terms do not require any financial obligation or admission of wrong-doing by the indemnified party), and (iii) the indemnified party providing information and assistance as reasonably requested by the indemnifying party.

14. Disclaimer of Warranties and Limitation of Liability.

14.1.The Applicable Companies covenants, represents and warrants that: (a) access to the Services will be provided in compliance with applicable laws and regulations, including license and permit requirements and (b) it has the right to grant the rights granted herein, including appropriate written agreements with its employees, agents and subcontractors,

if any. You covenant, represent and warrant that you and your authorized users, as applicable, will access and use the Services in strict adherence to the rights and limitations described herein and in compliance with all applicable law. The Company Group, its licensors, partners, suppliers or service providers make any representations or warranties concerning any Content or other material contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services, including, without limitation, any Financial Market Information for any assets. The Applicable Companies will have no liability or responsibility for any permanent or temporary inability to access or use any Services. THE SERVICES ARE PROVIDED “AS-IS” AND “AS-AVAILABLE”, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. THE APPLICABLE COMPANIES, THEIR THIRD PARTY SERVICE PROVIDERS AND EACH OF THEIR RESPECTIVE AFFILIATES (COLLECTIVELY, THE “DISCLAIMING PARTIES”) DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION (INCLUDING, WITHOUT LIMITATION, THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY PORTFOLIO OR ACCOUNT INFORMATION, HISTORICAL PERFORMANCE AND ANALYTIC, FORWARD LOOKING ANALYTICS, COST BASIS, OR OTHER INFORMATION ABOUT YOU OR YOUR ACCOUNT MADE AVAILABLE THROUGH THE SERVICE), TITLE AND NON-INFRINGEMENT. THE DISCLAIMING PARTIES FURTHER DISCLAIM ANY WARRANTY REGARDING NON-INTERRUPTION OF USE, DELAY, FREEDOM FROM BUGS, AND THAT USE OF THE SERVICE IS ERROR-FREE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT ANY USE OF THE SERVICE IS AT YOUR SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE APPLICABLE COMPANIES OR THEIR AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE APPLICABLE COMPANIES OR THEIR THIRD PARTY SERVICE PROVIDERS’ OBLIGATIONS HEREUNDER. YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS. THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT NONE OF THE DISCLAIMING PARTIES OPERATE OR CONTROL THE INTERNET AND THAT (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE OR (B) UNAUTHORIZED USERS (SUCH AS HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO YOUR COMPUTERS OR NETWORKS, AND DAMAGE THEM OR YOUR DATA OR OTHER ACCOUNT INFORMATION PROVIDED BY YOU. YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH THE SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE OR OTHER CAUSES EITHER WITHIN OR

OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH THE SERVICES. THE DISCLAIMING PARTIES SHALL IN NO WAY BEAR ANY RESPONSIBILITY OR LIABILITY FOR ANY SUCH ACTIVITIES.

14.2.(A) EXCEPT IN THE EVENT OF A PARTY'S BREACH OF SECTIONS 1, 5, 7 OR 11, HEREUNDER NO CIRCUMSTANCES SHALL A PARTY OR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS BE LIABLE TO THE OTHER PARTY, ANY END USER, OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (B) THE COMPANY GROUP'S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL IN NO EVENT BE IN EXCESS OF THE TOTAL AMOUNT PAID BY YOU TO THE APPLICABLE COMPANIES FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO CONSTITUENT COMPANY WITHIN THE COMPANY GROUP SHALL HAVE ANY LIABILITY TO YOU UNLESS IT IS AMONG THE APPLICABLE COMPANIES.

14.3.If you are a California resident, you waive California Civil Code Section 1542, which states: "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 EXECUTIVE THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY HIS OR HER SETTLEMENT WITH THE DEBTOR." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

15. Company Group IP Rights. The Applicable Companies and/or their affiliates own all right, title and interest in the Services, its source and object code, all enhancements, upgrades, updates, data and information inputted by the Applicable Companies or the Company Group, and derivatives thereof, and all Documentation. The Applicable Companies and/or their affiliates shall have the right to collect and analyze any data and other information relating to the provision, use and performance of various aspects of the Services and any related systems, information, and technologies ("Anonymous Data"), and the Applicable Companies and/or the Company Group will own and be free to use such Anonymous Data (and any derivatives thereof) to improve and enhance its Services and for other development, diagnostic and commercial purposes.

16. General

16.1.Notices. We may send you information relating to your Account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration. You agree that any notices, agreements, disclosures or other

communications that we send to you electronically to addresses specified in your Account Information will satisfy any legal communication requirements, including that such communications be in writing.

16.2.Feedback. The Company Group is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the Services, including our websites and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Services. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law. The Company Group does not accept unsolicited materials or ideas for content and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to the Company Group. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against the Applicable Companies and the Company Group regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.

16.3.Governing law. These Terms and Conditions shall be governed by the laws of the State of New York, excluding its conflict of laws rules, and the exclusive venue for any dispute arising hereunder shall be the state and federal courts in either Colorado or New York. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from these Terms and Conditions. Any provision of these Terms and Conditions held to be unenforceable shall not affect the enforceability of any other provisions of these Terms and Conditions.

16.4.Changes to Terms and Conditions. The Company Group may, from time to time, change these Terms and Conditions. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective upon posting. The Company Group reserves the right to, in its sole discretion, change, amend or modify the Terms and Conditions at any time. You acknowledge and agree that the Company Group may notify you of any changes by sending you an email notifying you of the changes, updating the "Effective Date" at the top of the Terms and/or by another means. Without limiting the generality of the foregoing, clicking an "Agree" (or similar) button presented with the amended terms and conditions or by continuing to access or use any of the Services after a revision to the Terms and Conditions, you confirm your agreement to the amended Terms and Conditions.

16.5.Severability. If any provision or provisions of these Terms and conditions shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

16.6.Force majeure. Neither Party shall be in default if its failure to perform any obligation is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, war, strikes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

- 16.7.Not a joint venture. Nothing contained herein shall be deemed to constitute either party as an agent, representative or employee of the other party, or both parties as joint venturers or partners for any purpose.
- 16.8.No Assignment. You may not assign, delegate or transfer these Terms and Conditions or your rights or obligations hereunder, or your Account, in any way (by operation of law or otherwise) without the Applicable Companies' prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent, including as part of a change of control or other corporate combination or transaction.
- 16.9.Hierarchy. In the event of any inconsistency between these Terms and Conditions and any Software & Services Agreement (or attachment or supplement thereto) such Software & Services Agreement shall govern. The Applicable Companies may have terms and conditions which serve to supplement or replace these Terms and Conditions in which case those terms and conditions will govern to the extent of any inconsistencies herewith.
- 16.10.Subcontracting. The Applicable Companies and the Company Group may, at their expense and subcontract with any entity or person (each such subcontractor, a "Subcontractor") concerning the provision of any of the Services contemplated in the license provided hereunder; provided, however, that the Applicable Companies shall not be relieved of any of its obligations under this Agreement by the appointment of, and/or delegation to, such Subcontractor and provided further, that the Applicable Companies, as the case may be, shall remain responsible for ensuring that its obligations under this Agreement are fulfilled. Nothing contained herein shall (i) create any contractual relationship between any Subcontractor and Client and/or you, or (ii) obligate you and/or Client to pay or cause the payment of any amounts to any Subcontractor.

17. Select Additional Definitions. The following terms shall have the meanings set forth below when used in these Terms and Conditions:

- 17.1."Applicable Companies" means such constituent Company or Companies within the Company Group engaged in providing Services to you and/or with whom you or Client, as applicable, have a contractual relationship for Services.
- 17.2."Documentation" means the documentation supplied with the Services or otherwise made available to you under these Terms and Conditions, including, without limitation, the program instructions and user manuals for the Services referenced within the Services, as well as any help windows and readme files that are accessible from within the Services.
- 17.3."Enhancements" means all modifications, improvements, derivative works of or revisions to the Services including, without limitation, those expanding its functionality or improving its performance commonly known as upgrades or updates.
- 17.4."Provided Content" means, if applicable, all data, information, and materials uploaded to, or run on through, the Services, by Client and/or by you including, without limitation, Account Information.
- 17.5."Services" means: (i) the commercial versions of software product/s, in object code form only (and accompanying Documentation, if applicable), including any application programming interface and related software, identified in these Terms and Conditions, including all Enhancements thereto, and made available by the Applicable Companies to

you as part of the Services; (ii) any Company Group platforms or websites; and/or (iii) any services provided to you by the Company Group.

18. Dispute Resolution By Binding Arbitration

- 18.1.Agreement to Arbitrate. This Dispute Resolution by Binding Arbitration section is referred to in these Terms and Conditions as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and the Company Group, whether arising out of or relating to these Terms and Conditions (including any alleged breach thereof), the Services or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, provided that: (i) you may assert individual claims in small claims court, if your claims qualify; (ii) this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf; and (iii) that the Applicable Companies may initiate legal claims against you or Client, as applicable for nonpayment of fees or moneys owed pursuant to these Terms and Conditions and/or your Software & Services Agreement(s). You agree that, by entering into these Terms and Conditions, you and the Company Group are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
- 18.2.Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND THE APPLICABLE COMPANIES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE APPLICABLE COMPANIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.
- 18.3.Pre-Arbitration Dispute Resolution. The Company Group is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer’s satisfaction by emailing customer support. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to the Applicable Companies should be sent to legalnotice@tfin.com (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific

relief sought. If the Applicable Companies and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or the Applicable Companies may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Applicable Companies or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Applicable Companies is entitled.

18.4.Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its websites, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <https://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms and Conditions as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and Conditions and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless the Applicable Companies and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA.

18.5.Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, the Applicable Companies will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Applicable Companies will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

18.6.Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

18.7.Severability. If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention

of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms and Conditions will continue to apply.

- 18.8. Future Changes to Arbitration Agreement. Notwithstanding any provision in these Terms and Conditions to the contrary, the Company Group agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending the Applicable Companies written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms and Conditions (or accepted any subsequent changes to these Terms and Conditions).

19. AI Assistant Addendum.

- 19.1. General. The Services may include an AI assistant (the “AI Assistant”). The AI Assistant utilizes sophisticated algorithms to analyze financial data and generate insights based on the information you and other sources provide. It is important to note the following:

- 19.1.1. The AI Assistant is not an investment advisor representative (“IAR”) whether under the Advisors Act and its implementing regulations or under any similar laws, regulations, and rules applicable in other jurisdictions, nor is it associated with a registered investment advisor (“RIA”) and does not provide investment advice. The insights generated by the AI Assistant are based on data analysis and are provided for informational and educational purposes only. They should not be construed as investment advice or recommendations to buy, sell, or hold any securities or financial products.
- 19.1.2. Before any insights are displayed to you, they undergo a compliance check to ensure that they do not constitute investment advice. This process is designed to maintain the non-advisory nature of the AI Assistant's functionality and to adhere to regulatory requirements.
- 19.1.3. The AI Assistant's insights are derived from the analysis of data collected from various sources. These insights are intended to inform you about financial wellness topics and help you better understand your financial situation. However, the AI assistant may not take into account your personal financial goals, circumstances, or risk tolerance. Therefore, any decision based on these insights is made at your discretion and risk.
- 19.2. User Responsibility. While the AI Assistant can provide valuable data-driven insights, the responsibility for any financial or other decisions lies with you. We encourage you to consult with a qualified financial advisor before making any investment decisions. The AI Assistant is a tool to aid in your financial wellness journey, not a substitute for professional financial advice.
- 19.3. Acknowledgment. By using our platform, you acknowledge and agree that:
- 19.3.1. You understand the AI assistant is not providing investment advice or acting as an RIA or IAR.
- 19.3.2. You are responsible for your financial decisions and, if necessary, should seek professional advice before making investment choices.
- 19.3.3. You have read, understand, and agree to the terms outlined in this Addendum, together with the Terms and Conditions.

Please contact us at hello@tfin.com to report any violations of these Terms and Conditions or to pose any questions regarding these Terms and Conditions.