

TERMS OF USE

This website and technology platform are operated by Firma Advisors LLC

Firma Advisors LLC, an SEC-registered investment adviser, (“FIRMA”, “we” or “our”) welcomes you. All references to “FIRMA”, “we” or “our” herein shall include any affiliates. For purposes of these Terms, “affiliates” shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with, FIRMA.

We invite you to access and use our services (the “Services”), which are made available to you through our mobile applications (“App”) and our website located at www.firma.finance (“Website”) (the App and the Website, collectively the “Platform”).

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR PLATFORM AND OUR SERVICES CAREFULLY. BY USING OUR PLATFORM OR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING AS THEY MAY BE MODIFIED FROM TIME TO TIME AS SET FORTH BELOW. YOU AGREE THAT THESE TERMS ARE THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT AND CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN FIRMA AND YOU, AS A USER OF THE PLATFORM.

FIRMA may make modifications, deletions and/or additions to these Terms (“Changes”) at any time. Changes will be effective: (i) thirty (30) days after FIRMA provides notice of the Changes, whether such notice is provided through the Platform user interface, is sent to the email address associated with your Platform account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a new version of these Terms incorporating the Changes, whichever comes first.

BY REGISTERING AND USING THE SERVICES YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER. INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO SUBSCRIBE TO ANY OF OUR SERVICES.

This Platform is authorized for use solely by natural persons who are citizens or other lawful residents of the United States and who are located in the United States.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR PLATFORM, OR WITH ANY OF PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THE PLATFORM.

Through the Platform, FIRMA offers investment advisory services which are governed by a separate Investment Advisory Client Agreement that all Platform users who register for such investment advisory services must agree to (the “Advisory Agreement”). Such investment advisory services are provided in exchange for such fees, if any, as determined by FIRMA. Fees, if any, will be specified on our Advisory Agreement and you agree to understand and agree to such fees prior to signing up with us.

1. Scope of Agreement: By accessing and/or using the Platform, you agree to these Terms. These Terms apply to any use of the Platform including (1) when you register a user account; (2) when you sign up for or receive any products or services provided through the Platform; and (3) when you use the Platform as a guest or visitor.

2. Your Use of the Platform and Our Services: Subject to all terms and conditions set forth herein, we grant you a non-exclusive, non-transferable, limited right to access, use and display the Platform and the material provided therein, and the Services that you subscribed to, for your personal, noncommercial use, provided that you comply fully with the provisions of these Terms. You agree not to assign, transfer or sublicense your rights as a registered user of, or subscriber to, the Platform and/or our Services. You understand that only you may use your user account and password, and that your subscription to our Services is only valid for your personal, noncommercial use and may not be shared with others. You agree to be financially responsible for all usage or activity of Services subscribed to by you.

If you do not comply with these Terms at any time, we reserve the right to cancel or terminate your password, user account, and/or access to the Platform (or any part thereof) and/or our Services.

The content on our Platform has been prepared for informational purposes ONLY, and is not intended to provide, and should not be relied on for, investment, tax, legal or accounting advice. You are solely responsible for evaluating the merits and risks associated with the use of the Platform, any Content (as defined below) on the Platform and any Services provided through the Platform before making any investment, financial or other decision based upon the same.

Your election to engage any Services are subject to your explicit enrollment and acceptance of separate agreements such as the Advisory Agreement and/or other additional documents applicable to the Services.

At our sole discretion and in conjunction with applicable federal and state law and with prior notice, we may discontinue, modify or alter any aspect of the Platform or our Services. Clients will have the option of keeping their accounts open at our custodian or clients may choose to liquidate their holdings. If clients keep their accounts open with the custodian they can continue trading without Firma managing their accounts. If clients choose to liquidate their holdings Firma will issue a check to the client account's legal name and mailing address on file. In addition, if clients terminate their accounts with Firma, we will attempt to process all requests to cancel or terminate your account within five (5) business days after we receive your request and all documentation required to cancel or terminate your account, and you acknowledge and agree that charges and fees incurred prior to the effective time of cancellation or termination will not be reversed.

3. Client Services Responsibilities: For purposes of your use of our Services, including identification and billing, you agree to provide us with true, accurate and complete information as required by the sign up process to our Services, including, without limitation, your legal name, address, telephone number, email address and applicable billing information (collectively, “Sign Up Data”), and to allow us to share your Sign Up Data with third parties for the purpose of verifying the information you provide and charging your account. Sign Up Data is a subset of Personal Information and shall be considered Personal Information under our Privacy Policy.

You agree to maintain and promptly update the Sign Up Data and any other information you provide to us to keep it accurate. Without limiting any other provision of these Terms, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account or subscription and refuse any and all current or future use by you of our Platform (or any portion thereof) or any of our Services. You agree not to register or subscribe for more than one username, create an account on behalf of someone else, or create a false or misleading identity on the Platform.

If your registration or subscription is revoked for any reason, you agree not to register or subscribe again with our Platform using another username or through any other means. If we have reason to suspect, in our sole discretion, that your account has previously been terminated, we reserve the right to terminate any new accounts you have registered without any notice to you, or to exercise any other remedies available to us under these Terms or by law.

You are entirely responsible for maintaining the confidentiality of your password and user account information. You must notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else’s password or user account information. In the event of a breach of security by you, you will remain liable for any unauthorized use of your registration or subscription until you update your Sign Up Data. You are the only person who may use your user account and password to access the Platform and you are entirely responsible for any and all activities which occur under your user account, including any use not authorized by you.

You agree that:

- You will notify FIRMA promptly of any change to your email address or mailing address by updating your email and address in the Platform or by emailing our technical support team at info@firma.finance;
- You will provide and update your personal information electronically using the Platform;
- You may access statements, confirmations, tax forms, and the current agreements applicable to the Services electronically through Platform;
- FIRMA will provide Services solely through the Platform;
- FIRMA will communicate solely via electronic means, as per section 19 below, such as email and will not mail you a paper statement;
- The electronically stored copies of these Terms, the Advisory Agreement, your Customer Account Agreement with Alpaca (our broker-dealer/custodian), and any other agreements

between you and FIRMA (collectively, the “Account Contracts”) are the enforceable, true, complete record of each of the Account Contracts, which can be admitted as evidence or otherwise used in arbitration, litigation, administrative or other legal or regulatory proceedings as if they were originally produced and then kept in paper form.

- You will not object to or challenge the enforceability or use of the electronically stored copies of the Account Contracts; and
- You will check the FIRMA Website and mobile application regularly for communications from FIRMA, including electronic notices that any of the Account Contracts have been amended.

4. Device Compatibility and Availability of Services: The Platform is designed to work when accessed through the internet by a computer using certain web browsers or certain portable devices (such as phones or tablets that use certain operating systems). You acknowledge and agree that some web browsers or portable devices may not be compatible with the Platform and that we cannot guarantee the accuracy or functionality of any Services provided by FIRMA unless accessed through a supported browser or device. You agree that you will download and install any software updates for our mobile applications, if you access and use our Services through such applications, as they become available.

You understand and agree that you are still subject to the terms and conditions of any agreement you have with any mobile service provider and/or any app store or marketplace, and these terms and conditions do not amend or supersede any of those separate agreements. You understand that such services may provide for fees, charges, limitations, and restrictions which might impact your use of the Platform and the Services (e.g., data usage charges, etc.) and you agree to be solely responsible for all such fees, charges, limitations and restrictions.

To the extent you are accessing the Platform from an iOS device, you hereby acknowledge and agree that Apple Inc.: (i) is not a party to this Agreement; (ii) has no obligation whatsoever to furnish any maintenance or support services with respect to the Platform; (iii) is not responsible for addressing claims by you or any third party relating to the Platform, including any product liability claims, claims under consumer protection laws or claims under any other law, rule or regulation; (iv) has no responsibility to investigate, defend, settle or discharge any claim that the Platform or use thereof infringes any third party intellectual property rights; and (v) and its subsidiaries are each a third party beneficiary of this Agreement with the right to enforce its terms against you directly.

The availability and use of our Services may be limited based on different types of criteria in our sole discretion. You understand and agree that we may disallow you from subscribing to our Services or may terminate your subscription to our Services at any time based on any of these criteria.

5. Fees: If you agree to be responsible for paying charges, if any, based on your agreement with FIRMA according to the related fee schedule described in the Advisory Agreement (“FIRMA Fee”). You agree that we may use a third party payment processor (“Third Party Payment Processor”) to process payment of your FIRMA Fee, if any. You warrant and represent that you are the valid owner or an authorized user, of the bank account or credit card you provide to such Third Party Payment Processor, and that all information is accurate. Your interactions with our Third Party Payment Processor are governed by the Terms of Use and Privacy Policy of such Third party Payment Processor.

We reserve the right to change any of the fees that we charge, or to institute new or additional fees, at any time upon notice to you.

6. Termination: Either you or FIRMA may suspend or terminate your user account, use of the Platform and any Services at any time pursuant to the terms and conditions of any applicable Account Contracts. The provisions applicable to any such termination, including the effects thereof, are described in terms and conditions of any applicable Account Contracts.

7. Privacy and Security: We are committed to protecting your privacy and security. By entering into these Terms, you represent that you have read, understood and agree to our Privacy Policy, which is fully incorporated into these Terms by this reference. Our Privacy Policy can be found at www.firma.finance/privacy-policy.html.

8. Restrictions on Use of Materials: You acknowledge that this Platform contains but is not limited to information, text, videos, sounds, graphics, artwork, user and visual interfaces, questions, creative suggestions, messages, comments, feedback, ideas, articles and other materials (collectively, “Content”) that are protected by copyrights, patents, trademarks, service marks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is owned, controlled, or licensed by or to us and is protected by law, including United States copyright laws, and, if applicable, similar foreign laws. Subject to any copyrights or other rights of the original owners of such Content, we also own a copyright in the selection, coordination, arrangement and enhancement of such Content.

The name FIRMA, the FIRMA logo, and other trademarks, service marks, names, slogans, graphics, and logos of FIRMA used in connection with the Platform and the Services (collectively, “Brands”) are trademarks or registered trademarks of FIRMA. Other trademarks, service marks, graphics, and logos appearing on the Platform are trademarks of their respective owners. Nothing contained on the Platform should be construed as granting any license or right to use any of the FIRMA brands or third-party marks appearing on the Platform without the prior written consent from us or any party that may own any of the third-party marks. All product and company names are trademarks™ or registered® trademarks of their respective holders. Use of them does not imply any affiliation with or endorsement by them.

You are not authorized to, and agree not to, download, display or use any Brands in any publication, advertising, publicity or any other commercial or non-commercial manner, in connection with products or services that are not those of FIRMA, in any other manner that is likely to cause confusion among consumers, that disparages or discredits FIRMA and/or its software or intellectual property licensors, that dilutes the strength of FIRMA or its licensors' property, or that otherwise infringes FIRMA's or its licensors' intellectual property rights.

Content is provided exclusively for personal and noncommercial access and use. You may not modify, publish, republish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any other way exploit (including but not limited to for commercial use), any of the Content, in whole or in part without the prior written consent of FIRMA. You will not download any Content other than to the extent specifically authorized by FIRMA. If Content is downloaded to your computer or any mobile or other device, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other application or networked computer environment is strictly prohibited unless you receive our prior written consent.

Content on the Platform may include or make available general news and information, commentary, research reports and data concerning the financial markets, securities and other subjects; market data such as quotations for securities transactions; and access to blogs, wikis, online webinars, conferences, telecasts, podcasts and other public forums. By using the public areas of the Platform you are indicating your acceptance, without modification, of the disclaimers, terms and conditions set forth herein, which apply equally to FIRMA, the Platform and any information providers.

Content posted on the Platform is published as of its stated date or, if no date is stated, the date of first posting. Except as may be required by applicable law, FIRMA has no duty to update any such information and FIRMA may discontinue or modify any category of Content at any time.

9. Prohibited Uses: You agree not to engage in any of the following with respect to the Platform:

- reverse engineer, de-compile, or otherwise translate, in any way, the Content and user interface made available from, on, or through the Platform;
- uses or launches any automated system, including "robots," "spiders," or "offline readers," to access any Content or our systems or to "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Platform or the Services;
- attempt to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- attempt to gain unauthorized access to our computer network or user accounts; in any way misuse any Services or Content that appears on the Platform; and
- modify, copy, distribute, publish, license or sell any Services or Content or any derivative work based on the Services or Content.

You represent and warrant that none of the money you transfer to and/or invest through the Platform comes from or will come from, or has been or will be used to promote the conduct of, any crime or other illegal activity. You represent that no individual or entity has an interest in any money you use for deposits into your account with FIRMA or in any money or securities in such account other than you or any other individual you have disclosed to FIRMA using the account opening functionality of the Platform.

10. Disclaimer of Warranties

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:

THE SERVICES, OFFERINGS, CONTENT AND MATERIALS ON THE PLATFORM ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, AVAILABILITY, ACCURACY OR NON-INFRINGEMENT WITH RESPECT TO THE PLATFORM, THE SERVICES, THE OFFERINGS, CONTENT AND ANY OTHER MATERIALS ON THE PLATFORM.

FIRMA DOES NOT WARRANT THAT THE PLATFORM OR ANY FUNCTION CONTAINED IN THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM OR THE SERVERS THAT MAKE THE PLATFORM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ANYTHING DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM IS DONE AT YOUR SOLE RISK, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SERVICE, OFFERING, CONTENT OR MATERIAL AND ANY OF YOUR INTERACTIONS WITH ANY THIRD PARTIES, INCLUDING ADVERTISERS AND OTHER USERS, IDENTIFIED THROUGH THE PLATFORM.

FIRMA DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES IN OR ON THE PLATFORM IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. FIRMA EXPRESSLY DISCLAIMS ANY DUTY TO UPDATE THE INFORMATION ON THE PLATFORM.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS.

11. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER WE NOR THE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES OF US WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE AND EVEN IF THE RESPECTIVE PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING TO, THESE TERMS OR THE USE AND/OR THE INABILITY TO USE THE PLATFORM AND/OR THE SERVICES; (B) THE USE OF ANY CONTENT OR OTHER INFORMATION ON THE PLATFORM OR ANY APPLICATION(S) OR WEBSITES(S) LINKED TO THE PLATFORM, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR PLATFORM; OR (F) ANY PLATFORM FAILURE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE. YOU UNDERSTAND AND AGREE THAT FIRMA SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY IN THE EVENT WE EXERCISE OUR RIGHT TO MODIFY, CHANGE OR DISCONTINUE THE PLATFORM OR ANY SERVICES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE TOTAL AMOUNT PAID BY YOU FOR ACCESSING THE PLATFORM AND RECEIVING THE SERVICES, IF ANY, IN THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR PLATFORM, OR WITH ANY OF PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THE PLATFORM. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WE DO NOT DISCLAIM ANY LIABILITY RELATING TO THE PROVISION OF SERVICES WHICH CANNOT BE DISCLAIMED PURSUANT TO THE INVESTMENT ADVISERS ACT OF 1940, AS AMENDED, OR OTHER APPLICABLE LAW.

12. Indemnification: You agree to indemnify, hold harmless and, at our option, defend us and our affiliates, and our and their officers, directors, employees, stockholders, agents and representatives (collectively, “Indemnified Persons”), from any and all third party claims, liability, losses, damages, expenses and/or costs (including, but not limited to, reasonable attorney’s fees and expenses) arising from your improper use of the Platform or our Services or offerings, your violation of these Terms or any of the other Account Contracts, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity, and your use of User Content and Submissions generated, uploaded, or otherwise provided by you in accordance with these Terms.

13. Parental or Guardian Consent: Some of the Content on the Platform may not be appropriate for minors. INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO UTILIZE ANY OF OUR SERVICES. If you are the parent or guardian of a minor under 18 who you believe has provided information to us, please contact us at info@firma.finance to request the deletion of that information.

14. Additional Technology and Third-Parties: These Terms apply only to this Platform, and not to the websites and/or applications of any other person or entity.

We may provide, or third parties may provide, links and/or functionality that connect to other worldwide websites, applications or resources not provided by us (“Third Party Platforms”). You acknowledge and agree that we are not responsible for the availability or operations of such Third Party Platforms or any interactions you may have in connection with such Third Party Platforms.

We do not endorse, and you acknowledge and agree that we are not responsible or liable for, any content, advertising, products, services, or other materials on or available from such Third Party Platforms.

We have not tested, nor do we review, monitor, or verify any information, software, or products found on any Third Party Platform and therefore do not make any representations about those platforms or any associated products or services. You will need to make your own independent judgment regarding your interaction with Third Party Platforms. It is your responsibility to evaluate the accuracy, reliability, timeliness, and completeness of the content of Third Party Platforms. We accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature, or reliability of third party web sites, including, without limitation, Third Party Platforms linking to our Platform. You should review applicable terms and policies, including privacy and data gathering practices, of Third Party Platforms, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Except as otherwise provided by applicable law, you further acknowledge and agree that we will not be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products, services or other resources available on or through any Third Party Platform (regardless of whether we directly or indirectly link to such content, advertisements, products, services or other resources).

You should direct any concerns with respect to any other application to that Third Party Platform's administrator or webmaster. Without limiting any of the foregoing, FIRMA may provide access to blogs, wikis, online conferences, telecasts, podcasts, or other forums. All communications made at or through such forums are public. FIRMA does not, unless otherwise required by law, have any obligation to screen, review, approve or endorse any Content obtained through such forums. Reliance on the Content is at your own risk.

15. Consent to Doing Business Electronically; Communications: Because the Platform operates on the Internet, you consent to transact business with us electronically. You agree that we may provide messages to you by electronic means, for example, by posting it on our Website, sending you an in-App message, emailing it to an email address that you have provided us or mailing it to any postal address that you have provided us. All messages by any of these methods will be deemed received by you no later than the earlier of when received or 24 hours after sent to the contact information you provided, except for notice by postal mail, which will be deemed received by you no later than the earlier of when received or 3 business days after it is mailed to the most recent address we have on file for you. The Platform provides you our email address so that you may communicate electronically with us by sending an email message to info@firma.finance. All email sent to and from FIRMA will be received or otherwise recorded by the FIRMA email system and is subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient.

You consent to be contacted by us at any physical or electronic address you provide. You represent that the contact information you have provided is yours and you are permitted to use those forms of contact. In the event you change your contact information, such as email address, mailing address or any other contact information you have provided, you agree to promptly update your contact information.

You also agree to receive alerts about your activity, statements, balances, payments, suspicious activities, and other matters involving your use of the Platform or the Services through email. Receipt of email notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. We are not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of electronic notification for any purposes. Each email may not be encrypted, and may include your name and information pertaining to your online account or use of the Platform. You agree and consent to such transmission of such information. You agree not to use email to transmit any confidential personal information. It is your responsibility to update or change your email address, as appropriate.

16. Geographic Scope: You acknowledge that this Platform is intended for natural persons who are citizens or other lawful residents of the United States and who are located in the United States and that FIRMA does not currently offer any products or services outside the United States.

FIRMA does not represent or warrant that any aspect of its Services, including information available from the Platform, complies with any law or regulation of any jurisdiction outside the United States. You represent and warrant that you are a lawful resident of and located in the United States and that you have been lawfully issued by the government of the United States the social security number or tax identification number you provided when applying for any Services using the account opening functionality through the Platform.

17. Additional Disclosures

17.1 General

The content on our Website has been prepared for informational purposes ONLY, and is not intended to provide, and should not be relied on for, investment, tax, legal or accounting advice. FIRMA social media posts and overall communications, including SMS messages, are for informational purposes ONLY, are not meant to be solicitations of any kind, and are not intended to provide, and should not be relied on for, investment, tax, legal or accounting or any kind of advice. Users need to do their own due diligence and decide what is a good fit for their individual circumstances. Information presented is subject to change at any time due to market, economic, regulatory or other changes. The subject matter contained on the Platform has been derived from several sources believed to be reliable and accurate at the time of compilation, but no representation or warranty (express or implied) is made as to the accuracy or completeness of any of this information. These materials are not intended for distribution to or use by, any person or entity who is a citizen or resident of or located in any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject FIRMA to any registration or licensing requirement within such jurisdiction. The contents may not be reproduced in whole or in part or otherwise made available without the prior written consent of FIRMA.

17.2 Advertiser Disclosure

From time to time we may have offers that appear on the Platform from third party advertisers from which FIRMA receives compensation. We may receive compensation if you become a client and engage with an offer. This may influence which products we select, how they appear and where and when those products appear on the Platform. All financial products, shopping products and services are presented without warranty. When evaluating offers, it is your sole responsibility to review the financial institution's Terms and Conditions and suitability of the product with respect to your needs. Pre-qualified offers are not binding.

17.3 Electronic Fund Transfer Disclosure Statement: The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds and other electronic transfers to and from your account(s). There may be limitations on account activity that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing our services.

Definitions: Electronic Fund Transfer: Any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic device or computer to instruct us to debit or credit an account.

Your Liability: Authorized Transfers: You are liable for all Electronic Fund Transfers that you authorize, whether directly or indirectly. Unauthorized Transfers: Tell us at once if you believe your account or Access Information (as defined below) is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Email us immediately at info@firma.finance to keep your possible losses to a minimum. You could lose all the money in your account(s). If you tell us within two (2) business days after learning of the loss or theft of your account access device, or after learning of any other unauthorized transfers from your account involving your account access device, you can lose no more than \$50 if Electronic Fund Transfers are made without your permission. For these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as your entire principal. Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen access device or of any other suspected unauthorized transfer(s), the time periods specified in this Section B may be extended for a reasonable period.

Furthermore, all transfers are done through Plaid Inc. gathers your data from financial institutions. By using the Platform, you grant us and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from your relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid end user privacy policy.

18. Governing Law; Jurisdiction; Agreement to Arbitrate; Class Action Waiver: Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with FIRMA and limits the manner in which you can seek relief from us.

Governing Law. These Terms and your use of the Service, and any disputes directly or indirectly arising from these Terms or your use of the Services, shall be governed by and construed in accordance with the laws of the state of California, U.S.A. consistent with the Federal Arbitration Act, without giving effect to any choice of law or conflict of law rules or provisions, whether Federal, or of the State of California or of any other jurisdiction, which would result in the application of the laws of a jurisdiction other than the state of California.

Jurisdiction. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and FIRMA agree that all claims and disputes arising out of or relating to the Agreement will be litigated in exclusively in the state and federal courts located in California. You hereby irrevocably

consent and submit to the exclusive jurisdiction of such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Platform, to the provision of Services to you, or to any aspect of your relationship with FIRMA, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or FIRMA may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent and/or Compliance Officer info@firma.finance. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/> all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and FIRMA. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief

on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Waiver of Jury Trial. YOU AND FIRMA HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and FIRMA are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except if otherwise specified in this agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) a representative class or collective action for public injunctive relief may be arbitrated on a class basis, and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth above.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following: FIRMA at info@firma.finance, with “30-Day Right to Opt Out” in the subject line, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your FIRMA username (if any), the email address you used to set up your FIRMA account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you and you can still use the Platform. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with FIRMA.

Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if FIRMA makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice to FIRMA.

19. Miscellaneous Terms: If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Our failure to enforce the strict performance of any of the provisions of these Terms or the Account Contracts will not waive our right to later enforce those provisions. These Terms, together with other Account Agreements (including the ESIGN Agreement and Advisory Agreement), the Privacy Policy, and the terms governing any individual page on the Website or screen on the Application, are the entire agreement between you and us relating to the subject matter herein.

In the event of any conflict between these Terms and the terms of any other written agreement between you and FIRMA, including but not limited to your Advisory Agreement with FIRMA, such other applicable agreement shall control.

20. Contact Us: Any other questions, complaints or claims regarding the Platform or Services should be directed to us at info@firma.finance.