

# Terms of Use

Last Updated, March 22, 2022

These Terms of Use (“Terms”) apply to your use of all the mobile applications, products, software, services, websites and other services (collectively, the “Service(s)”) operated by Streetbeat LLC (“Streetbeat RIA”), Streetbeat Digital LLC (“Streetbeat Digital” and together with Streetbeat RIA, “Streetbeat”), or any of its current or future subsidiaries, affiliates, service providers, vendors, successors, or assigns (collectively, “we”, “us” or “our”). Streetbeat RIA is an investment adviser registered with the Securities and Exchange Commission. Streetbeat Digital provides access to digital asset trading and exchange services.

When we refer to the Service(s), we also mean any portion, aspect or feature of our services or the Service. The words “you”, “your” and “yours” refer to you as the user of the Service. You can accept the Terms by: (a) clicking to accept or agree to the Terms, where this option is made available to you in the user interface for the Service; or (b) simply using the Service. In this case, you understand and agree that we will treat your use of the Service as acceptance of the Terms from that point onwards. By visiting or using the Service, you acknowledge and agree that you accept these Terms. Continued use of the Service constitutes your acceptance of any revisions to these Terms.

**BY ACCESSING AND USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY (THE “PRIVACY POLICY”) WHICH MAY BE FOUND ON OUR [WEBSITE](#), AND WHICH IS HEREBY INCORPORATED INTO THESE TERMS AND MADE A PART HEREOF BY REFERENCE. IF YOU DO NOT AGREE TO ANY OF THESE TERMS (INCLUDING ANY OF THE TERMS OF THE PRIVACY POLICY), YOU MAY NOT ACCESS OR USE THE SERVICE OR ANY PORTION THEREOF.**

**THE SECTIONS BELOW ENTITLED “CONSENT TO CONTRACT ELECTRONICALLY” AND “DISPUTE RESOLUTION” CONTAIN A CONSENT TO BE BOUND BY THESE TERMS AND OTHER AGREEMENTS VIA ELECTRONIC CONSENT, AND A BINDING ARBITRATION AGREEMENT, RESPECTIVELY. THESE PROVISIONS AFFECT YOUR LEGAL RIGHTS; PLEASE READ THEM.**

## **1. Additional Agreements and Disclosures**

Additional agreements and/or disclosures may apply with respect to your access to and use of the Service generally or certain products and services that may be accessed via the Service through, without limit, us and third party providers such as Alpaca Securities, LLC (the “Broker”) and Alpaca Crypto LLC (the “MSB”). Additional agreements and/or disclosures include, without limitation, the Streetbeat Advisory Agreement, the Form ADV Part 2A Disclosure Brochure, Streetbeat Digital Customer Agreement, and/or other disclosures located on our [website](#) ([www.streetbeat.com/disclosure-library](http://www.streetbeat.com/disclosure-library)). The terms of such agreements and/or disclosures are

incorporated into these Terms by reference; to the extent such terms do not conflict with these Terms. In the event of a conflict, the terms of such separate user agreement and/or disclosure will prevail with respect to such specific products or services.

Your access to the Service may also be subject to terms of use, privacy and other agreements required by additional third party providers in connection with use of your device, telephone, wireless, your banking and credit institution, and other services not provided by us.

## **2. Privacy Policy**

Registration data and certain other information about you are subject to our privacy policy, the terms of which are located on our [website](http://www.streetbeat.com/privacy) (www.streetbeat.com/privacy) and are incorporated into these Terms by reference.

## **3. Service Availability**

We cannot guarantee that the Service will be available at all times. We will make reasonable efforts to maintain the Service. However, we do not warrant that (a) the Service will function uninterrupted, secure or available at any particular time or location or that the results that may be obtained from the use of the Service will be accurate or reliable; (b) any errors or defects will be corrected; (c) the Service is free of viruses or other harmful components; or (d) the results of using the Service will meet your requirements. Use of the Service is at your own risk.

We reserve the right, in our sole discretion and without any obligation, to modify, improve, discontinue or correct any errors or omissions in any portion of the Service at any time.

By using the Service, you agree that we are not responsible for any losses resulting from your use and acknowledge the following risks: (1) Internet or wireless access may be delayed or interrupted, or may be unavailable; (2) data transmitted through the internet or wireless access may be intercepted by unauthorized persons; (3) your failure to physically secure your electronic device or to protect your passwords can result in unauthorized access to your account(s); (4) the accuracy and timeliness or completeness of data transmitted through the internet or wireless access cannot be guaranteed; and (5) response times may be delayed by market volatility, volume or systems capacity.

## **4. Technology Requirements**

To access and use the Service electronically, you should have a functioning mobile device (such as a smartphone or tablet) on which you have installed our application. That application can be found for most mobile devices in the devices' respective "app store". You may also be able to access and use the Service with a personal computer equipped with a modem or other Internet access device. You are responsible for the means you use to access the Service and all costs associated therewith. You are responsible for the selection, installation, maintenance and operation of your computer and mobile device, your telecommunications service provider, and your computer and mobile device software. We are not responsible for any errors, failures, or malfunctions of your mobile device and software or your telecommunications services. You are

responsible for ensuring that your mobile device, software and telecommunications services are compatible with the Service. We reserve the right to change the system requirements for using the Service.

The Service may automatically download and install software updates. These updates are designed to improve, enhance and further develop the Service and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates as part of your use of the Service.

## **5. Eligibility Criteria**

We may limit access to all or a portion of the Service to users who meet certain eligibility criteria. Identification of these eligibility criteria is in our sole discretion and is subject to change at any time. We reserve the right, in our sole and absolute discretion, to deny you access to the Service, or any portion of the Service, including by closing or disconnecting your account(s), subject to our agreement with you. Subject to applicable federal, state and local law, we will take reasonable steps to notify you if we deny you access to the Service. You are solely responsible for ensuring that your use of the Service is in compliance with applicable federal, state and local laws and regulations.

## **6. International Use**

The Services provided by us are offered only in jurisdictions where it is legal to do so. The availability of Service over the Internet is not a solicitation for or offering of Services to any person in any jurisdiction where such solicitation or offering is illegal. We reserve the right to limit the availability of the Service to any person, geographic area, or jurisdiction, at any time and in our sole discretion.

We make no representation that the Service is appropriate or available for use in locations outside of the United States, or that accessing our website is legally permitted in countries or territories where the Service may be illegal. If you access the Service from other locations, you do so at your own risk and are responsible for compliance with local laws.

If you are located outside the United States, you consent to having your personal data transferred to and processed in the United States. If you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals, you will not engage in commercial activities on or through the Service.

Whether inside or outside of the United States, you are solely responsible for complying with all laws, rules and regulations that are now or hereinafter promulgated by any government authority or agency that govern or apply to the operation and use of the Services. Without limiting the generality of the foregoing, you shall comply with such restrictions and not export or re-export any of the Content (as defined below) to countries or persons prohibited under the export control laws of the United States. You are prohibited from any use of the Services that would constitute an

illegal offense, give rise to liability or otherwise violate any applicable local, state, national or international law or regulation.

## **7. Content; User Content**

### **7.1 Content**

The Service may include news and information, commentary, interactive tools, securities symbols and quotes, research reports and data concerning the financial markets, securities and other subjects (“Content”). The Content may be owned by us or third-parties (each, a “Third-Party Provider” and collectively, the “Third-Party Providers”).

Companies that are not affiliated with us may supply some of the Content. The source of all Third-Party Provider Content is clearly and prominently identified. We have not been involved in the preparation, adoption or editing of third party Content and we do not endorse or approve such Content. Testimonials may not be representative of the experience of other clients and are not indicative of future performance or success. Paid testimonials will be identified as such.

The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. The Content is for educational and illustrative purposes only and does not imply a recommendation or solicitation to buy or sell a particular security or to engage in any particular investment strategy. No other use is permitted without the prior written consent of Us. Certain tools published on the Service may provide general information and guidance based upon your personalized input. The projections or other information regarding the likelihood of various investment outcomes are hypothetical in nature, are not guaranteed for accuracy or completeness, do not reflect actual investment results and are not guarantees of future results.

The calculations generated by our tools do not take into consideration all costs, such as commissions and margin interest, which may impact the results shown. It is your sole responsibility to select the criteria to enter in the tools, or to choose among the pre-defined screens, and to evaluate the merits and risks associated with the use of the tools before making any investment decisions. We are not responsible for any losses that occur from such investment decisions.

The Content is not warranted as to completeness or accuracy and is subject to change without notice. The Content is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

CONTENT AND TOOLS ARE PROVIDED ON AN “AS IS” or “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, AND WE DO NOT MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE CONTENT AND TOOLS FOR ANY PURPOSE, NOR TO ITS ACCURACY, TIMELINESS, COMPLETENESS, USEFULNESS OR NON-INFRINGEMENT. WE AND OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS,

LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES AND THIRD-PARTY PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **7.2 User Content**

Our Service may allow you to post, link, store, share and otherwise make available certain information, text, images, or other material (“User Content”). You are responsible for the Content that you post to the Service or otherwise share with us, including its legality, reliability, and appropriateness. You expressly acknowledge and agree that once you submit your User Content for inclusion into the Service, there is no confidentiality or privacy with respect to such User Content, including, without limitation, any personally identifying information that you may make available, and such User Content may be shared with other users of the Service.

You represent and warrant that: (i) the User Content you post on the Service or otherwise share with us is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting or sharing of your User Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

By posting or sharing User Content on the Service or on third party sites (such as our social media pages), you agree that we may publish your User Content in whole, or in part. We do not agree to post or share all User Content received. We reserve the right to remove or modify any posting that is false, offensive, violates any law or the rights of third parties, violates these Terms, or is defamatory or duplicative.

When you submit a posting to us on the Service or other sites, or otherwise share User Content with us, we may identify you by: your hometown, and state or country; and your first name, or last name and initial, or an alias that you have provided to us; your “member since” date; and other information that does not specifically identify you.

We reserve the right to reveal your identity and the User Content of your original and posted or shared submissions in response to legal action by any party, or in response to a request by governmental authority, or in our defense.

We retain ownership of all postings submitted or User Content shared on the Service, except when we post or share copyrighted material. By posting or sharing User Content, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise share the User Content. You hereby irrevocably waive any claims based on moral rights and similar theories, if any.

You retain all copyrights and other intellectual property rights in and to your own User Content. All comments, feedback, suggestions, ideas, and other submissions that you disclose, submit or

offer to us in connection with your use of the Service will become our exclusive property. Such disclosure, submission or offer of any submission constitutes an assignment to us, and you hereby assign to us, all worldwide right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to your submissions and you agree to waive any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory relating to submissions. We will own exclusively and you hereby assign to us all right, title and interest in your User Content and agree that we will not be limited in any way in the use, commercial or otherwise, of your User Content. We are and will be under no obligation to pay you or any third party any compensation for any of this User Content.

## **8. Quotes and Market Data**

A third party not affiliated with us may provide you access to market data and quotes to be used alongside the Service. If market data and quotes are provided to you by a third party, your use of the marked data and quotes will be governed by the terms and conditions imposed by such third party.

If we provide market data and quotes the following will apply:

Any price quotes that we may provide may be delayed fifteen (15) minutes or longer, according to the rules and regulations applicable to exchanges and quote providers. We reserve the right to limit the number of free real-time quotes. We do not make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes.

We may provide you information regarding the value of your share positions based on the share price at the close of the latest market day. The data is for informational purposes only and does not reflect the price you may receive if you sell your shares. You also acknowledge that the quotes, and information provided based on quotes, are obtained from sources that we believe to be reliable, but we do not guarantee the accuracy and completeness of such quotes or information. You waive any claim that you might have against us or the quote provider related to the quotes or the quote-based information on the Service.

You represent and agree that the following statements are and will continue to be true for so long as you have access to the Service: (a) You will not use any information or market data provided by a national securities exchange or association in connection with any professional or commercial activities, and you agree to notify us if you intend to do so and to pay any additional charges; (b) you will not use the Service in conjunction with any business as a broker-dealer, investment advisor, futures commission merchant, commodities introducing broker, commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner or associated person of any of the foregoing; and (c) if you are employed by a bank or an insurance company or an affiliate of either you will not perform functions related to securities or commodity futures trading activity, except with respect to your Streetbeat RIA account with us.

## **9. Fractional Shares**

We round the amount of fractional shares you can purchase and own in your Streetbeat RIA account down to the nearest four decimal places which may affect your ability to be credited for cash dividends, stock dividends and stock splits. Fractional shares are not transferable. You will not have voting rights for the fraction of a share owned. If you close your Streetbeat RIA account or transfer your Streetbeat RIA account to another firm, the fractional share will need to be liquidated, resulting in potential commission charges which may match or exceed the value of the fractional share if less than our minimum commission.

## **10. Platform Availability Complaint Reporting**

We will make best efforts that the Service is available during 9:30am ET – 4:00pm ET on any Monday through Friday (New York time), excluding federal holidays in the United States and any day on which banking institutions and stock market exchanges in the United States are required by law or other government action to close. However, it is understood and agreed that the Service utilizes multiple Third-Party Provider resources and API's and functionality is dependent on the operation of those services.

We encourage you to provide us feedback from time to time regarding the Service. In the event of any feedback or complaint received, we reserve the right to forward such communications to the appropriate party in order to address the communication, including, without limit, the Broker. We reserve the right to contact You about any communication received.

## **11. Purchases Timing and Batch Trading**

Batch trading is a process in which trade orders are collected and then executed all at the same time. The Broker processes orders during one window each business day the U.S. Stock Exchange markets are open -- 10:00 am ET. You understand that orders are not processed in real time. Orders are aggregated with other buy and sell orders and processed at the same time in the next available window.

Example: A customer places an order to buy or sell a stock at 10:30am ET. The order will be processed the next business day at 10:00am ET.

Note: orders placed after the trade window at 10:00am ET will be processed in the window the next day at 10:00am ET. Orders placed after 10:00am ET Friday will be processed Monday at 10:00am ET.

Orders will be executed at the best available price in accordance with NBBO (National Best Bid or Offer) standards. This price may be higher or lower from the time you placed your order. Batch Trading may increase investment risk in a volatile market as the price at the time you placed your order may differ significantly from the execution price. Because we use batch trading, our platform may not be appropriate for short-term investors who wish to employ market-timing strategies.

## **12. Third Party Representations**

We are not responsible for representations made by non-employees or third parties, unless they are expressly authorized, in writing, to speak on its behalf. We do not endorse, authorize or stand behind any representations made by users of our Service. You will not seek to hold us liable for the representations of third parties. You will hold us harmless from any deficiencies that may be contained in any prospectus or communication about a security that we did not actually write.

## **13. Prohibited Uses**

You may not:

- Use the Service for any illegal purpose, or any other purpose not permitted in these Terms;
- Use the Service or the Content or features for a commercial purpose;
- Modify, copy, adapt or translate any part of the Service without our written permission;
- Reverse-engineer, decompile, create derivative works of, modify, disrupt, otherwise tamper or disassemble the technology we use to provide the Service or otherwise attempt to obtain our source code;
- Bypass, modify, defeat, reverse-engineer, disassemble, tamper with or circumvent any of the security features of the Service, including altering any digital rights management functionality of our Service;
- Impersonate another person or entity, misrepresent your affiliation with a person or entity (including us), or use a false identity;
- Use the login information of another person, unless they specifically authorized you to do so;
- Assist or encourage any third party in engaging in any activity restricted by these Terms.
- Collect, manually or through an automatic process, information about other users or our Service;
- Submit false or misleading information to us or post Content that infringes on a third party's intellectual property;
- Use our name or trademarks in any way that implies affiliation with, or an endorsement, sponsorship or approval by us without express written permission;
- Remove or alter any copyright, trademark or other proprietary notice contained on the Service;
- Engage in any activity that interferes with any third party's ability to use or enjoy, or our ability to provide the Service;

- Interfere with or damage the Service or our servers through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;
- “Deep link” or frame, inline link or mirror any part of the Service without our written permission; or
- Engage, directly or indirectly, in transmission of “spam,” chain letters, junk mail or any other type of unsolicited solicitation.

#### **14. Tax and Legal Advice**

The Service does not and is not intended to provide legal or tax advice. Consult a professional legal or tax advisor for advice regarding your specific situation.

#### **15. Links To Other Websites**

Our Service may contain links to Third-Party Provider websites or services that are not owned or controlled by us. These links are provided solely as a convenience to you and not as an endorsement by us of the person or entity operating such sites or the content on such sites. We have no control over, and assume no responsibility for, the Content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any Third-Party Provider websites or services that you visit. If you decide to access linked external websites, you do so at your own risk.

#### **16. Registration for the Service**

Registering for an account with Streetbeat by providing the information requested will give you access to certain parts of the Service subject to the applicable Additional Agreements incorporated herein. Some portions of the Service require you to provide additional personal information (for example, name, age, contact information, date of birth, Social Security number) before you can access their features. Registering for an account is optional, as is providing additional personal information to access additional Services. However, if you do not provide the information requested, you will not be able to access certain features of the Service. You agree that the information that you provide to us upon registration and at all other times will be accurate, current and complete. You agree to maintain and update this information on an annual basis. Failure to do so constitutes a breach of these Terms, which may result in termination of your account(s) on the Service.

You authorize us to retain a copy of all information received from you, including the information you submit through the registration process or that you provide to us from time to time, either

directly or indirectly, and to use such information to match you with product and services offers from us and from our marketing partners.

You may not register an account for anyone but yourself. You agree not to misrepresent your identity, your personal information or your third party account information.

You are solely responsible for protecting the confidentiality of your access information, and agree to immediately notify us of any unauthorized use, any breach of security or unauthorized use of your account(s). We are not liable for any loss or damage from your failure to comply with this security obligation. You are responsible for safeguarding the passwords, passphrases, and keys that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a Third-Party Provider service.

You agree not to disclose your password or grant access to your account(s) to any third party. If you permit a third party to access your account(s) or act on your behalf while accessing the Service, you do so at your own risk. We will consider any request made or action taken with your account(s) access information to be a request or action by you or authorized by you. You understand that you will be solely responsible for all orders transmitted electronically, or use of any data, information, or services obtained, using your username and password, and other security data. We are not liable for any losses or damages caused by any third person that you authorize or allow access to your account(s) or the Service. If you authorize or allow a third party to access your account(s) or Service, you will cooperate with us in our efforts to defend claims by that third person, and will indemnify us against any liability, expense, loss or damage that arises from such third party access.

You agree that we are not required to inquire as to the authority or propriety of any instructions given to us by you or via your username and password, and we will not be liable for any losses you incur, (including any claims, damages, actions, demands, investment losses, or other losses, as well as any costs, expenses, charges, attorneys' fees, or other fees and expenses incurred by me), or other liability arising out of any such instructions as long as such instructions reasonably appear to be authentic.

You accept full responsibility for monitoring your account(s).

We reserve the right to change, cancel, close or suspend any account(s) that you have created in association with the Service at any time, for any reason or no reason, without notice to you. If you close your account(s), we may continue to display your Content at our sole discretion. You agree that if we disable access to your account(s), you may be prevented from accessing the Service, your account(s) details, or any files or other Content related to your account(s). If we suspend, disable or close your account(s), you may not create another one without our written permission.

## **17. Consent to Obtain Credit and Financial Information**

By submitting an application for an account, you are giving us your express written consent to obtain consumer reports (including credit reports) about you and other information, including credit and employment information about you from one or more consumer reporting agencies

(including credit bureaus) and to review and act on those reports and information. You authorize us to obtain reports from third parties concerning your financial situation, credit standing, business conduct or reputation. If requested to do so in writing, we will provide you with a copy of any such report. Where the law requires disclosure or if we believe disclosure is necessary for the conduct of our business, you authorize us to disclose nonpublic information about you.

BY SUBMITTING AN APPLICATION FOR AN ACCOUNT, YOU ARE PROVIDING "WRITTEN INSTRUCTIONS" TO US UNDER THE FAIR CREDIT REPORTING ACT, WHICH AUTHORIZES US TO OBTAIN INFORMATION FROM YOUR PERSONAL CREDIT PROFILE OR OTHER INFORMATION FROM ONE OR MORE CONSUMER REPORTING AGENCIES. THE INFORMATION OBTAINED FROM YOUR CREDIT REPORT, AS WELL AS OTHER INFORMATION THAT WE OBTAIN ABOUT YOU IN ACCORDANCE WITH THESE TERMS, WILL BE USED FOR A LEGITIMATE BUSINESS NEED, IN CONNECTION WITH A BUSINESS TRANSACTION INITIATED IN WRITING BY YOU (i.e., YOUR APPLICATION TO USE OUR SERVICE), IN ORDER TO DETERMINE YOUR ELIGIBILITY FOR THE SERVICE.

### **18. Electronic Communications**

The word "Communications" in these Terms includes, but is not limited to: communications and agreements related to the Service and its usage; legal and regulatory disclosures and notices associated with the Service; periodic statements and confirmations; communications between you and us; postings and other material made available to you on the Service; privacy and security policies and notices; applicable tax-reporting forms.

By agreeing to these Terms, you agree that all Communications from us relating to your use of or access to the Service may be provided or made available to you electronically by email, text messaging, "in-app" messaging or by posting a Communication on the Service, and that you can access the Communications in the designated formats described below. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us and our agents concerning your Service usage and access.

You expressly consent to receiving calls and messages, including auto-dialed and pre-recorded message calls, and "in-app" and SMS messages (including text messages) from us, our affiliates, marketing partners, agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider may charge you according to the type of plan you carry.

If you ask us by contacting us as described below, we will send you a paper copy of any Communication. We will retain copies of Communications for the time period required by law and will provide you with a copy upon request within those time periods. We may elect to not retain copies for longer than is required by law. Save or print copies of Communications to ensure you have them if needed. You must pay a service fee determined by us for the delivery of Communications that we would otherwise deliver electronically.

We reserve the right to provide Communications to you in paper form in our discretion even if you have given us consent to provide them electronically. For example, but without limitation, we may do this if we have a system outage, if we suspect fraud or if for any reason your designated email address or mobile phone does not accept emails or texts, respectively, from us.

Without obligating us to do so, you authorize us to monitor, record or maintain archival copies of electronic, written or oral Communications with you or anyone purporting to act on your behalf. All communications sent to and from us are subject to archival, monitoring, review by and disclosure to someone other than the recipient, such as our compliance administrators and regulatory bodies.

You are responsible for monitoring your Communications, including making sure that you are receiving any expected Communications. You must review these and other communications to ensure that information about your account(s) is accurate. You must read and understand the communications and notifications that you receive from us. If you experience any difficulty opening an electronic document, if you find any discrepancies or errors in any electronic communications or notifications you receive from us, if you have not received a communication you expected, or if you do not understand a notification or communication you receive from us, then you must notify us of this in writing no more than forty-eight (48) hours after delivery. You understand that so long as we send communications to you at the physical or electronic address of record given by you to us, or to any other address given to us by an authorized person, the communications are legally presumed to have been delivered, whether you actually received them or not.

If you fail to notify us when any of the above conditions occur, neither us nor any of our employees, agents, affiliates, subsidiaries, control persons, or our parent, nor any third parties, can or will have any responsibility or liability to you or to any other person whose claim may arise through you for any claims with respect to the handling, mishandling, or loss of any order or information. Notwithstanding your notification to us, we shall not be liable for any claims, demands, actions, losses, damages, liability, costs, charges, counsel fees, or expenses of any nature related to the Services except as expressly set forth in these Terms.

You may withdraw your consent to receive Communications electronically by contacting us as described below. If you withdraw your consent, your withdrawal will not affect the legal validity and enforceability of any electronic Communications provided or business transacted between us prior to the time you withdraw your consent. We will then send you any future Communications by mail or other non-electronic means.

Please tell us by contacting us as described below if you change your email or mailing address so that you continue to receive all Communications without interruption.

You acknowledge that you can access and store or print the electronic Communications in the designated formats described above, and you consent to having all Communications provided or made available to you in electronic form and to doing business electronically on or through the Service with us and our agents. If you are accessing the Service or the Communications electronically via a mobile device (such as a smartphone or tablet) you must make sure that you

have software on your mobile device that allows you to print or save the Communications presented to you.

### **19. Consent to Contract Electronically**

Your electronic signature or indication of assent to any document related to the Service is sufficient to legally bind you as if you had physically executed a hard copy of that document. You will not dispute the admissibility of an electronically stored copy of a document that you electronically signed or to which you indicated your assent. You will not dispute the validity of your electronic signature or indication of assent. And you will not dispute the admissibility of the business records maintained by us to reflect and memorialize your electronic signatures and indications of assent.

### **20. Your Account Information from Third Parties**

We may use certain third parties to gather your data from financial institutions. By using the Service, you grant our Third-Party Provider the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution according to the terms of our Third-Party Provider's privacy policy. Through the Service, you may authorize us to access read-only information for the accounts you have with third party financial institutions, such as your bank. You understand and agree that to enable this feature you must enter on the Service the login information and credentials necessary to access your third-party account information. By enabling this feature you grant to us express permission to use your login information to access your third-party account information in connection with your use of the Service. You represent and warrant that in providing us with your login information and third-party account information you are not violating any agreement or terms that you are subject to.

### **21. Intellectual Property**

You acknowledge and agree that, unless otherwise noted, we or our licensors own all legal right, title and interest in and to the Service, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user reviews, ratings, and all other elements and components of the Service, as well as all copyrights, trademarks, service marks, trade names, logos, domain names, other distinctive brand features and other intellectual and proprietary rights (whether those rights happen to be registered or not, and wherever in the world those rights may exist) associated with the Service, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws (collectively, "Our IP"). As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit the Service in whole or in part except as expressly authorized by us in a separate written document. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Service.

Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights in or to the Service or to Our IP, and all such rights are expressly reserved by us.

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who knowingly misrepresents that material is infringing in such a notice will be liable for any damages and any associated costs incurred by us. Written notice must be delivered to the email address listed in **Contact Us** below.

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Some states or other jurisdictions do not allow the disclaimer of implied warranties or the exclusion of certain damages, so the above disclaimers, exclusions, and limitations may not apply to you. You may also have other rights that vary from state to state and jurisdiction to jurisdiction.

#### **24. Indemnification**

You agree to indemnify and hold us and our employees, representatives, agents, attorneys, affiliates, directors, employees, officers, managers and shareholders (the "Indemnified Parties") harmless from any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought or asserted against any of the indemnified parties: alleging facts or circumstances that would constitute a breach of any provision of these Terms by you; arising from, related to, or connected with your comments, your use of the Service, or your violation of any rights of another. If you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the disposition of any claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any claim without our express written consent.

#### **25. Governing Law**

Use of the Service is governed by and will be construed in accordance with the laws of the State of California without giving effect to any principles of conflicts of laws, except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed, without giving effect to any principles of conflicts of laws.

#### **26. Dispute Resolution**

**Any controversy or claim arising out of or relating to these Terms, any agreement between you and us, any account(s) established hereunder, or any transaction therein, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules. You agree to arbitrate any controversy or claim before the American Arbitration Association in the State of California. As set forth**

**below, nothing in these Terms will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.**

### **27. Jurisdiction and Venue**

To the extent that any dispute arising under these Terms is not subject to mandatory arbitration, exclusive jurisdiction and venue will be with a court of competent jurisdiction in California. You consent to the jurisdiction of such courts and agree to accept service of process issued by such courts.

### **28. Severability**

If any provision of these Terms is unlawful, void or unenforceable, the remaining provisions will remain valid and in effect to the fullest extent possible.

### **29. Waivers**

**Any waiver by us of any provision of these Terms will be effective only if in writing and signed by our authorized representative. Any delay or omission by us to exercise any rights under these Terms may not be construed to waive any rights.**

### **30. Section Headings**

The section titles, the italicized explanations, and the section headings are not part of the agreement and are not to be used in interpreting these Terms.

### **31. Notices**

If you have registered at the Service, we will provide notices to you by using any of the contact information you have provided to us. You may provide notice to us as described in the “Contact Us” section below.

### **32. Survival**

Certain provisions of these Terms by their nature will continue in full force and effect after termination, including without limitation the authorizations you have granted, the Disclaimer of Warranties and Limitation of Liability, and Jurisdiction and Venue.

### **33. Assignment**

You may not transfer or assign any rights or obligations you have under these Terms without our prior written consent. We reserve the right to transfer or assign these Terms or any right or obligation under these Terms at any time. Without giving you prior notice, we may assign your rights or duties under these Terms to any successor, subsidiary or affiliate, and, with prior notice to you by email or account alert, we may assign our rights and duties hereunder to any other third party. These Terms shall continue to bind you regardless of whether our rights or duties are transferred or assigned. You agree that you cannot assign any rights or obligations under these

Terms without first obtaining our prior written consent. Any attempt at assignment without receiving prior written consent will be void.

These Terms are binding upon you, your estate, executors, administrators, personal representatives, heirs, successors, assigns and any entities or individuals you represent with respect to the Service.

### **34. No Third Party Beneficiary**

You agree that, except as otherwise expressly provided in these Terms, there are no third-party beneficiaries to these Terms.

### **35. Modification**

We reserve the right to modify these Terms at any time in our sole discretion. Any changes to these Terms become effective when we post them to the Service and will be noted by the “last updated” date indicated above. If we change these Terms, we will attempt to give you notice by posting a notice on the Service and/or informing you via email. Your continued use of the Service after we post the modified Terms to the Service constitutes your agreement to the modified Terms.

We further reserve the right, in our sole discretion and without any obligation, to modify, improve, discontinue or correct any errors or omissions in any portion of the Service or any portion thereof at any time without notice.

### **36. Termination**

We may change, terminate or suspend our Service, or for any reason we deem necessary. We may terminate or suspend your access to our Service immediately, without prior notice or liability, for any reason whatsoever, including but not limited to, your breach of these Terms.

After paying any obligations owed to us, you may cancel your accounts(s) with or without cause at any time upon written notice to us. Upon termination, your right to use the Service will immediately cease.

### **37. Entire Terms**

These Terms, all other agreements and disclosures referred to in these Terms or located on the Services and any terms contained in our Communications contain the entire understanding between you and us. These Terms supersede any previous agreements that you have made with us related to the subject matter hereof. If applicable, any and all other agreements between you and us that are not inconsistent with these Terms continue to apply. These Terms will inure to the benefit of our successors, assigns, licensees, and sublicensees.

### **38. Contact Us**

Contact us at [info@streetbeat.com](mailto:info@streetbeat.com).

