



Market Savings

Terms and Conditions

These Terms and Conditions are effective as of August 25th, 2022.

IMPORTANT – Please read this carefully and retain these Terms and Conditions with your records for future reference.

The Market Savings Product is offered by Save. If you have any questions about these Terms and Conditions, please contact us at support@joinsave.com.

Terms and Conditions

These Terms and Conditions (the “Agreement”) contain the rules that govern, where appropriate, your Market Savings Product made available through SAVE Advisers LLC (“Save,” “SAVE Advisers”, “we,” or “us”). The Market Savings Product is comprised of a Deposit Account with Webster Bank, N.A. and a Client Account with Apex Clearing Corporation, as detailed below

The deposit balances in your Deposit Account made available through Save are held by Webster Bank, N.A. (“Webster”), an FDIC-insured national bank. **SAVE is not a bank and your Deposit Account is established and maintained exclusively by Webster.**

The balances in your Client Account made available through Save are held with Apex Clearing Corporation (“Apex”).

This Agreement is subject to applicable federal laws, and the laws of the State of New York.

Definitions

The words “you” and “your” mean each Market Savings owner and anyone else with authority to exercise control over your Market Savings Product. If there is more than one owner, then these words mean each Market Savings Product owner separately and all Market Savings Product owners jointly.

An “owner” is one who has the power to deal with a Market Savings Product in his, her or its own name.

An “agent,” in contrast, is one whose power to exercise control over a Market Savings Product comes from or is on behalf of the owners. Authorized signers, attorneys-in-fact, and convenience signers are examples of agents.

“Market Savings” or “Market Savings Product” means the combination of both a Deposit Account and a Client Account opened and made available through Save.

“Apex” means Apex Clearing Corporation, our brokerage and clearing agent.

“Apex Customer Agreement” means your direct agreement with Apex Clearing Corporation that you agree to adhere by upon signup.

“Client Account” means your account held at Apex Clearing Corporation where Investments are held.

“Deposit Account” means any deposit accounts made available through Save and held by Webster Bank, N.A., an FDIC-insured national bank.

“Investment” or “Investments” means any strategy-linked security purchased by Save on your behalf and held in your Client Account at Apex.

“Referral Bonus” means for each individual you refer, both the referrer and referee get a referral bonus in equivalent portfolio Investments when the referee opens and funds their Deposit Account.

Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

Consent to Terms and Conditions and Modifications

By enrolling in services or applying for Market Savings with Save, you agree to be bound by the terms and conditions associated with Market Savings and any fees associated with those terms and conditions. The terms and conditions for Market Savings include this Agreement, any disclosures given to you by Save when you enroll in Market Savings, subsequent disclosures we provide when using additional products and services, periodic statements, user guides, our Privacy Policy, and any other disclosure or terms we provide to you. Continued use of Market Savings means you agree to these terms, you agree to pay the fees listed, and you give us the right to collect the fees, as earned, directly from your Client Account balance or any linked external accounts.

Modifications

We may amend or change any terms of this Agreement, or any Market Savings disclosures and documents provided to you. Notice of the amendment or change will be provided to you as required under applicable law.

If at any time the terms, conditions or fees associated with Market Savings are not acceptable to you, you may terminate this Agreement by closing Market Savings after paying any fees or charges owed to us. We may cancel or suspend Market Savings, or other services at any time.

Business Days

For purposes of these disclosures, our business days are Monday through Friday, unless stated otherwise. Federal holidays are not included.

Personal Use Only

Market Savings is for personal use cannot be used for business purposes. If you use Market Savings for business purposes, your business-related transactions will be reversed at our discretion, your Market Savings privileges will be suspended, and Market Savings may be closed.

Overview of Save Services

SAVE Advisers is an investment adviser registered with the SEC. SAVE Advisers provides its clients with combined banking products and wealth management services through a web-based algorithmically driven wrap-fee investment advisory program (the "SAVE Market Savings Wrap Program").

The SAVE Market Savings Wrap Program is designed for investors with a cash savings investment profile. The investment objective of the SAVE Market Savings Wrap Program is to enhance our clients' cash savings investment profile by providing attractive returns on capital using Save's core investment philosophy while preserving their initial investment.

The SAVE Market Savings Wrap Program customizes each client's portfolio based on the individual risk tolerances of that Client.

Upon opening Market Savings and initiating a deposit to the Deposit Account, Save will, on behalf of you:

- deposit your funds in full into the Deposit Account provided by Webster, member FDIC and,
- purchase a strategy-linked security selected based on your risk tolerances within a Client Account

The Deposit Account is insured by the Federal Deposit Insurance Corporation (the "FDIC") to the maximum extent permissible under law. The FDIC is an independent agency of the federal government that protects against the loss of insured deposits in the event an FDIC-insured bank or savings association fails. The FDIC is backed by the full faith and credit of the United States government. Your funds held within the Client Account are not FDIC-insured.

You can find a full description of SAVE Advisers services in the ADV Part 2A – Client Brochure.

Webster Bank, N.A.

We have partnered with Webster, an FDIC insured national bank, to offer you deposit account services. You authorize us to share any of your information with Webster. It is your responsibility to make sure data you provide us is accurate and complete. Because Webster has its own contractual rules governing the use of its services, you must also accept Webster's Privacy Policy, Deposit Account Agreement, and Electronic Communications Agreement before opening your Deposit Account.

Save will provide you with all notifications as well as all customer support in relation to the Deposit Account. Please contact us if you have any questions at support@joinsave.com.

Investment Services

Save Advisers has partnered with Apex, Member FINRA/SIPC to provide brokerage and clearing services. When you agree to open Market Savings, you simultaneously agree to [Apex's Customer Agreement](#) and [Privacy Policy](#). When you open Market Savings, a Deposit Account will be opened with Webster, and a Client Account will be opened and held at Apex, which will hold all of your Investments.

As provided in our Advisory Agreement (the "Advisory Agreement") you grant SAVE Advisers discretionary authority to manage your assets in your Client Account. Each strategy-linked security tracks a proprietary quantitatively driven strategy (collectively, the "Strategies") developed by SAVE Advisers. SAVE Advisers uses Quantitative Investment Strategy Techniques ("QISs") to develop the Strategies. The investment goals of the Strategies are to maximize a portfolio's expected return for a given amount of portfolio risk, or equivalently, minimize risk for a given level of expected return, by selecting the proportions of various investment classes rather than selecting individual securities.

Upon sign-up, you will use the "Recommendation Tool" to assess your risk profile and help you choose which portfolio is most appropriate for you. Save suggests that, on a quarterly basis, you re-assess your risk by utilizing the Recommendation Tool again, and updating your risk profile as you deem necessary. If updates are made, each investment going forward will be allocated based on the new profile.

Save does not provide comprehensive investment advice, tax advice, or legal advice.

Deposits

All items deposited will be handled by us as agent for you.

Automated Clearing House Transfers

In order to transfer funds from an account that you own or have control of at another financial institution to your Deposit Account using the Automated Clearing House (“ACH”) Funds Transfer service, we use Fiserv, Inc. to gather your data from external financial institutions you connect via the Save App. ACH transactions will not be processed and accessible until the service is activated by us.

If your initial deposit to your Deposit Account is not received, your Market Savings Product will be closed.

Cash and Checks

We do not accept cash or checks. Please do not send cash or checks through the mail.

Withdrawals from Market Savings

Withdrawals or transfers of funds in the Deposit Account must be in accordance with the terms and conditions outlined and agreed upon within the Webster Deposit Account Agreement.

We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted, exceeds any frequency or monetary limitations, or where the transfer violates law or is fraudulent in nature. Even if we honor a nonconforming request or allow a transaction or transaction(s) to overdraw your Market Savings Product, these may force us to close Market Savings. We will use the date a transaction is completed by us (as opposed to the day you initiated it) to apply the frequency limitations.

In connection with the opening of your Deposit Account, Save may, as your investment adviser acting on your behalf pursuant to the [Save Investment Advisory Agreement](#) (the “Save Agreement”) you entered into with us, withdraw an amount (as determined by Save but made known to you, the “Save Withdrawal”) to purchase an Investment for you in your Client Account. In accordance with your Save Agreement, Save will be responsible to credit back to your Deposit Account (the “Save Rebate”) an amount that matches the Save Withdrawal. The debit and credit associated with the Save Withdrawal and Save Rebate, respectively, will be viewable within your Deposit Account on the same day.

Investments

The Investment term is chosen by you, with option to choose a one (1) year, two (2) year, or five (5) year at which point the Investment will mature and all proceeds (returns) will be credited to you after applicable Save management fees have been taken. See more details on the Investment program in the Save Form ADV Part 2.

Earning Investments

You may earn Investments based on Qualifying Deposits. The Investment amounts are calculated and allocated to your chosen discretionary risk-profile under the Save Agreement.

Qualifying Deposits eligible for Investments are:

The minimum balance and deposit requirement for Market Savings is:

One (1) year investment term: \$1,000.

Two (2) and Five (5) year investment terms: \$5,000.

Deposits above \$1,000 must be made in increments of \$100.

After funds are deposited into your Deposit Account, Save will withdraw the Save Withdrawal to purchase an Investment for you in your Client Account. In accordance with your Save Agreement, Save will be responsible to credit back to your Deposit Account the Save Rebate in an amount that matches the Save Withdrawal. The debit and credit associated with the Save Withdrawal and Save Rebate, respectively, will be viewable within your Deposit Account on the same day.

Investments will be earned each week and will be posted to your Client Account at Apex within 7 to 10 business days of your deposit into your Deposit Account. Your Deposit Account and Client Account must be open and in good standing when Investments are posted in order to be awarded. Upon purchase of the Investment/s, if any incremental funds remain due to a difference between the original Save Withdrawal deduction and actual cost of the Investment/s, those funds will remain as a cash balance in the Client Account with Apex.

Re-Investment of Funds

Upon at least seven (7) days' notice prior to the scheduled maturity of a strategy-linked security within the Client Account, you may instruct Save to remit the proceeds of the Investment (and any cash in the Client Account) to an account directed by you.

Absent direction from the Client, Save will reinvest the maturity proceeds of each Investment together with any cash in the Client Account consistent with minimum denominations of the strategy-linked security. Any fractional remainder will be carried as cash until the next maturity date. If you do not elect to withdrawal funds post-Investment maturity, the maturity proceeds will fund a new Investment using a deposit to the Deposit Account, as further described in the Save Advisers Client Brochure: Form ADV Part 2A. Save Advisers will not retain compensation from Webster or pay any compensation to Webster in connection therewith.

Investment Adjustments and Termination

Save reserves the right to refuse the Investment if there is suspected or suspicious activity in Market Savings in an effort to defraud Save and the Investment terms.

Referrals

For each referral that signs up and deposits the required minimum of \$1,000, Save will deposit \$3,000 worth of portfolio investments in each party's (both referrer and referee) Client Account held at Apex. All Referral Bonuses will be invested under a one (1) year maturity term. At the end of the term, the Referral Bonus Investment (i.e., the \$3,000) will be returned to Save and each party (referrer and referee) will keep their respective gain from the invested Referral Bonus, minus Save's fee for management. Save's management fee is .35%, which is discussed in the Fees section.

Foreign Activity

If you have moved outside of the United States or have frequent international transactions, you may be contacted about the international activity in your Market Savings Product and for further verification of your address. If you are moving, traveling, or will be temporarily residing overseas, we recommend you contact us to prevent any disruption in your Market Savings activity. Your Market Savings Product may be closed if you no longer reside in the United States.

Inactive and Dormant Status

We may consider your Market Savings Product to be "inactive" if Market Savings has been unused or inactive for 12 months. The activities that help you keep your Market Savings Product active include making deposits, money transfers, withdrawals, or even logging into Market Savings.

If the Market Savings Product becomes inactive or dormant, Market Savings will continue to be subject to any service charges in accordance with our Schedule of Fees. If the Market Savings Product becomes inactive, we will notify you with specific instructions on how to restore it to an active status.

Death or Incompetence

You or your appointed party, designee, appointed individual, heirs, or personal representatives agree to notify us promptly if you or any agent or person with signatory rights on your Market Savings Product dies or becomes legally incompetent or incapacitated. We may require additional documentation to confirm any claims made on the Market Savings Product.

Closing Market Savings

If you wish to close your Market Savings Product with us in its entirety, you agree to withdrawal all of the funds from your Deposit Account. After your Market Savings Product is closed, we have no obligation to accept funds. You agree to hold us harmless for refusing to honor any item on a closed Market Savings Product. If funds remain in Market Savings after you have notified us of your intent to close your Market Savings Product, we will return any remaining funds to your linked external bank account. Any related closing fees will be deducted from the final balance of your Market Savings Product. The management wrap fee due on your Market Savings Product will always be taken from your Client Account and not your Deposit Account.

If you close your Market Savings Product, you will forfeit any match or referral bonus that is currently invested.

Levies, Garnishments, and Other Legal Processes

If we are served with a legal action, such as a subpoena, writ of attachment, levy garnishment, search warrant or similar order, we will comply with that legal action. In our discretion, we reserve the right to refuse to pay any money from your Market Savings Product until the action is resolved. If we are required to pay an attachment, garnishment or tax levy, we will not be liable to you. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to a garnishment, levy or attachment on your Market Savings Product. We may charge these expenses to your Market Savings Product. Until we receive the appropriate court documents, we may continue to process transactions against your Market Savings Product, even if we have received an unofficial notification of an adverse claim. You will indemnify us for any losses if we do this.

Login Credentials

You will be prompted to establish a password (“Login Credentials”) during your Save enrollment. Depending on your settings, you may be required to enter your full Login Credentials for subsequent logins to the Save website or mobile app to view your Market Savings Product(s) and other Save services. Your Save Login Credentials may be changed at any time after you’ve signed into your website or mobile app session and following the steps for resetting your Login Credentials, available in Security Settings. We encourage you to secure the Save app using advanced security.

This can be done by:

- Verifying your personal mobile number for two-factor authentication of sensitive transactions
- Enabling TouchID or FaceID if supported by your mobile device
- Choosing a strong/complex Login Credentials that is unique to Save (i.e. do not use shared passwords)

- Not sharing Login Credentials with others, and
- Using a password manager where possible

Your Login Credentials are both personal and confidential. Your Login Credentials are a security method that maintains the security of your Market Savings Product and the transactions you process through the mobile app.

Therefore, you agree to take all reasonable precautions to protect the confidentiality of your Login Credentials and other access devices. Further, you agree that you will not reveal your Login Credentials or any other access device, to any person not authorized by you. You should not leave your mobile or other device unattended after you have logged on using your Login Credentials.

Funds Availability Policy

The Funds Availability Policy for your Deposit Account can be found within your Webster Deposit Account Agreement.

Electronic Fund Transfer (EFT) Disclosure

The Electronic Fund Transfer (EFT) Disclosure for you Deposit Account can be found within your Webster Deposit Account Agreement under "PART III. GENERAL RULES GOVERNING ACCOUNTS".

Truth in Savings

The Truth in Savings Disclosure can be found within your Webster Deposit Account Agreement.

Fees

Fees are charged in accordance with the Schedule of Fees outlined below. If we assess a fee for any other service or make a change to the Schedule of Fees, we will let you know in advance.

To the extent you access the Save website or mobile app through a mobile device, your wireless service carrier's charges, data rates, and other fees may apply.

Schedule of Fees for Deposit Account

Returned Item Fee (ACH)	No Charge
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Schedule of Fees for Client Account

Return is 35 Basis Points or below	Customer keeps all returns, no wrap management fee charged.
Return is 36 Basis Points or More	Save takes a .35% (35 Basis Points) wrap management fee based on the amount of the matched equivalent Investment during the program term and customer receives the remaining amount of Investment return.
Account Opening Fee	No Charge
Fees for Investment Related Documents Needed	To be passed onto customer from Apex Clearing Corporation

The Save wrap management fees will always be deducted from your Client Account before the returns are deposited into your Deposit Account. You can find more information about the fees by reviewing the ADV Part 2A – Client Brochure.

Debit Authorization

You authorize Save Advisers, to the extent that there is cash in the Client Account, to accrue fees on a daily basis and deduct accrued fees from the Client Account no later than the tenth business day of the following month, and any unpaid amounts will remain payable until there is sufficient cash or the scheduled maturity of the Investment. Any uncollected wrap management fees related to a given Investment will be deducted from the Client Account no later than the tenth business day following the maturity of that Investment. You can find more information about the fees by reviewing the ADV Part 2A – Client Brochure.

Security Interest

If you owe us any amount, you give us a security interest in your Client Account. You agree that the security interest you have given us is consensual. If any amounts owed to Save due to early withdrawal trade closure costs are not fully available via the Client Account, you agree to pay Save any such amounts owed directly to Save via externally linked accounts.

Severability

If any provision of this Agreement is found unenforceable, then that provision will be severed from this Agreement and not affect the validity and enforceability of any remaining provisions.

Invalidated Provisions

If an arbitrator or court finds any provision to be invalid, you and we agree that the arbitrator or court should give valid effect to the intention of that provision, and that the remainder of the Agreement remain in full force and effect.

Contact Information

Save wants to hear your comments, concerns, suggestions, or questions. Email us at [**support@joinsave.com**](mailto:support@joinsave.com) or call us at **1-844-940-SAVE** (1-844-940-7283).