

Terms and Conditions

1. Acceptance.

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Read these Terms carefully. By using the Website, you will be deemed to have agreed to these Terms. If you do not agree to these Terms, you may not use the Website.

2. Access.

- **United States users only.** The SAVE Website is intended to be made available only to individuals permanently residing in the United States, and the information on the Website is only for such persons. Nothing on the Website shall be considered a solicitation to sell advisory services to any person in any jurisdiction where such offer or solicitation would be unlawful under the laws of such jurisdiction. You may only use the Service if you are at least 18 years old, permanently residing in the United States and not a person barred from using the Service under the laws of the United States or any applicable State thereof. By using the Website, you will be deemed to have made these representations.
- **Browser support.** SAVE supports the two latest versions of these web browsers: Chrome, Internet Explorer, Firefox, and Safari. Due to the rapidly evolving nature of web technology, we cannot guarantee the accuracy or functionality of information or advice offered on joinsave.com unless viewed in a supported browser.
- **Safeguarding access.** You are responsible for safeguarding your password and other account information. you will notify SAVE immediately if your password is lost or stolen or if you suspect any unauthorized use of your account. You are responsible for activity occurring using your account and/or password accessed through the Website, whether or not you have authorized such activities. You agree not to disclose your password to any third party and agree to immediately notify SAVE of any actual or suspected unauthorized use of your account. SAVE will not be responsible for failure to comply with the above.

3. Privacy and Security.

- **Privacy.** Information about how SAVE works to protect your privacy, can be found in our privacy policy.
- **Telephone call monitoring and recording.** Authorized SAVE employees may monitor and record all or portions of your telephone calls to SAVE for quality control, customer service, employee training, security, legal compliance, and other lawful purposes. Your consent will be ongoing and need not be confirmed prior to, or during such monitoring or recording, except to the extent applicable law expressly requires otherwise.
- **Electronic Communications.** All e-mail sent to and from SAVE will be received or otherwise recorded by the SAVE e-mail system and is subject to archival, monitoring or

review by and/or disclosure to, someone other than the recipient. Communications through the website may involve the electronic transmission to any e-mail address you provided to us, of information that you may consider to be personal financial information and you agree and consent to such transmission of such information.

- **Confidentiality of Information.** SAVE has taken reasonable steps to ensure the confidentiality of information taken through the Website and transmitted via the Internet. However, unexpected changes in technology may be used by unauthorized third parties to intercept confidential information and we cannot be responsible should confidential information be intercepted and subsequently used by an unintended recipient.
- **Links.** Clicking on certain links within the Website may take you to other websites which are not maintained by SAVE. Links to other websites are provided solely for your convenience. A link to another website is not an endorsement of the website, its content, or its sponsoring organization. SAVE assumes no responsibility or liability for the content, accuracy, reliability or opinions expressed in a website, to which the Website is linked (a “linked website”) and such linked websites are not monitored, investigated, or checked for accuracy or completeness by SAVE. It is your responsibility to evaluate the accuracy, reliability, timeliness and completeness of any information available on a linked website. All products, services and content obtained from a linked website are provided “as is” without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, security, or accuracy.
- **Data Collection.** When you visit the SAVE website, we collect certain anonymous information about you, including, device-related information (e.g., browser type and IP address) and server log information (e.g., the date and time when you visit the website). We also collect information that you input into our Website. We use this information to better understand our visitors and our business, to provide the services you request, and to enhance the SAVE service.

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- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website, other than the search engines and search agents available through the Website and other than generally available third-party web browsers (such as Microsoft Explorer).
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Website.
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Website.
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There are risks arising from reliance on hypothetical back tested performance information and projected returns. The strategies do not have any material history. As a result, all performance returns on this Website are based on hypothetical back tested performances and do not reflect

actual investment results and are not guarantees of future results. Such projected performance is subject to a number of limitations and assumptions designed to determine the probability or likelihood of a particular investment outcome based on a range of possible outcomes. It is possible that any of those assumptions, may prove not to be accurate. In addition, performance of a suggested strategy and program may differ materially from investment gains projected, described, or otherwise referenced in forward-looking statements. In addition, SAVE may revise the strategies, investment classes and underlyings and while SAVE will concurrently update the hypothetical back tested performances, prior hypothetical back tested performances may no longer reflect these revisions.

There is no guarantee that any particular SAVE advisory program will meet your investment objectives or provide you with a given level of income. Investing entails risk and there is no assurance that the investment will provide positive performance over any period of time. Please read SAVE's Form ADV Part 2 (Brochure) carefully prior to becoming a client.

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT CASE, ANY IMPLIED WARRANTIES WILL END NINETY (90) DAYS AFTER YOU FIRST USE THE WEBSITE.

HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

7. Indemnification.

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

8. Limitation of Liability.

IN NO EVENT WILL SAVE OR ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS OR ANY DATA PROVIDER OR SERVICE PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS REVENUE OR LOST PROFITS, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF: (I) YOUR USE OR INABILITY TO USE THE SERVICE, (II) YOUR RELIANCE ON ANY CONTENT, OR (III) ANY PRODUCTS OR SERVICES ADVERTISED ON THE SERVICE; EVEN IF SAVE OR ANY RELATED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER SAVE OR ANY DATA PROVIDER OR SERVICE PROVIDER SHALL BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE, DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM (I) ANY INACCURACY OR INCOMPLETENESS IN, OR DELAYS, INTERRUPTIONS, ERRORS OR OMISSION IN THE DELIVERY OF THE THIRD PARTY DATA OR ANY OTHER INFORMATION SUPPLIED TO YOU THROUGH THE SERVICE OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (II) ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANY THIRD PARTY IN RELIANCE UPON THE THIRD PARTY DATA.

9. Failure to Comply with these Terms and Conditions.

SAVE may suspend or terminate your account and/or deny you access to use the Website in its sole discretion, without prior notice, for any reason. Further, if we believe, in our sole discretion, that a violation of these Terms has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms. We may seek to gather information from you if we suspect violation of these Terms (or from any other user) and you agree to provide us with such information. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing, or otherwise making available any user information, emails, or other materials that are believed to violate these Terms. In the event of any suspension or termination, while your right to access the Website terminates, the other provisions of these Terms continue in effect.

10. Modifications to Terms; Other Agreements.

We reserve the right to make changes to these Terms at any time. Any such modifications will become effective upon the date they are first posted to this Website. These Terms are in addition to any other agreements between you and SAVE that govern your use of the services, content and information available on the Website.

11. Modification to Website.

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

12. Arbitration.

To the maximum extent permitted by law, any controversy, dispute or claim arising out of or relating to these Terms will be submitted to binding arbitration in Houston, Texas before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party will be entitled to attorneys' fees, costs and expenses. This agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where this arbitration clause would be void under federal or applicable state securities laws.

13. Applicable Law.

These Terms are entered into in Houston, Texas and governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law principles. Federal law governs copyright, patent and trademark matters.

14. Venue.

You agree that the proper forum for claims not subject to arbitration under these Terms (or for enforcement of any arbitration award) will be the state or federal courts located in Houston, Texas, and you agree to submit to the jurisdiction of these courts for any claims or disputes between you and SAVE, pertaining directly or indirectly to these Terms. With respect to any such proceeding or action brought in such courts, you hereby irrevocably waive, to the fullest extent permitted by law: (a) any objection you may have now or in the future to such jurisdiction or venue, and (b) any claim that such action or proceeding has been brought in an inconvenient form. Nothing limits either party's right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or any other form of relief.

If you have any questions about these Terms, please contact us at support@joinsave.com.