



TERMS OF SERVICE

FinTron, Inc.

Apex Fintech Brokerage Services LLC

FinTron Advisors LLC

Effective Date: March 2025

Welcome, and thank you for choosing to be part of our community at FinTron and for your interest in our websites, mobile applications, as well as any related services, sales, marketing, or events, and when you otherwise interact with us. We are committed to transparency and openness regarding the services we provide. This Terms of Service is a legally binding contract between you and FinTron, Inc. and its wholly-owned subsidiaries Apex Fintech Brokerage Services LLC and FinTron Advisors LLC (collectively, "Apex Direct," "we," "us," or "our") regarding your use of the Services (defined below).

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING APEX DIRECT'S PRIVACY POLICY WITHIN AFB'S DISCLOSURE SITE [HERE](#) (TOGETHER, THESE "TERMS"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICES. YOUR USE OF THE SERVICES, AND APEX DIRECT'S PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY APEX DIRECT AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. WITH THE EXCEPTION OF DISPUTES ARISING FROM THE BROKERAGE SERVICE (WHICH ARE RESOLVED IN ACCORDANCE WITH THE APEX DIRECT BROKERAGE AGREEMENT) AND CERTAIN OTHER KINDS OF DISPUTES DESCRIBED IN SECTION 18, YOU AGREE THAT DISPUTES ARISING UNDER THESE TERMS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND BY ACCEPTING THESE TERMS, YOU AND APEX DIRECT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. (SEE SECTION 18.)

LEGAL DISCLAIMER. YOU ACKNOWLEDGE AND AGREE THAT: (1) THE CONTENT PRESENTED ON THE SERVICES ARE NOT INTENDED TO PROVIDE YOU OR ANYONE ELSE WITH INVESTMENT, LEGAL, TAX, INSURANCE OR ANY OTHER KIND OF PROFESSIONAL ADVICE; AND (2) APEX DIRECT IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITIES FOR ACTIONS TAKEN BY YOU BASED ON CONTENT PRESENTED ON THE SERVICES.

ADDITIONAL TERMS. Your use of the Services are subject to all additional terms and conditions, policies, rules, or guidelines applicable to the Services or certain features of the Services together with any that we may post on or link to from the Services including the disclosure made available [here](#) (collectively the "Additional Terms").



All Additional Terms are incorporated by this reference into, and made a part of, these Terms. For the avoidance of

doubt, if you are using the ("AFBS Service Agreement"), you are subject to these Terms and Additional Terms including the Apex Fintech Brokerage Services Customer Agreement ("AFBS Customer Agreement") available here: <https://apexfintechsolutions.com/legal/disclosures/apex-fintech-brokerage-services/>.

To the extent that any Additional Terms conflict with these Terms, the terms contained in the Additional Terms will control.

1. **Apex Direct Services Overview.** Apex Direct is a financial services provider that encompasses its app, website, and any instance where a third party facilitates customer experience through their user interface. The "Apex Direct Services" includes our websites at www.fintroninvest.com and www.apexfintechsolutions.com, general news and information, commentary, educational material and information and data concerning the financial markets, securities and other subjects, market data such as quotations for securities transactions and/or last sale information for completed securities transactions reported in accordance with federal securities regulations, along with our related websites, networks, applications, mobile applications, and other social media services. The Apex Direct Service does not, however, include our online and mobile application-based discount stock brokerage services (the "Brokerage Service"). Together the Service and Brokerage Service are referred to as the "Services".
2. **Eligibility.** You must be at least 18 years old to use the Services. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Services; and (c) your registration and your use of the Services is in compliance with any and all applicable laws and regulations. You may not authorize another user to use the Services on your behalf.
3. **Accounts and Registration.** To access most features of the Services, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, phone number, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at apexdirect@apexfintechsolutions.com. For details about your brokerage account, see the [AFBS Customer Agreement](#) within our disclosures.
4. **General Payment Terms.** Certain features of the Services may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable. The fees set forth in this Section 4 are independent from all brokerage fees and charges described in the AFBS Customer Agreement.
 - a) **Price.** Apex Direct reserves the right to determine pricing for the Services. Apex Direct will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information. Apex Direct may change the fees for any feature of the Services, including additional fees or charges, if Apex Direct gives you advance notice of changes before they apply. Apex Direct, at its sole discretion, may make promotional offers with different features and different pricing to any of Apex Direct's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.
 - b) **Authorization.** You authorize Apex Direct and its third-party payment processors (including Braintree for

debit card payments and Apex, for ACH transfers) to charge all sums for the orders that you make and any

level of Services you select as described in these Terms or published by Apex Direct, including all applicable

taxes, to the payment method specified in your account. If you pay any fees with a credit card, Apex Direct

or its third-party payment processors may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

- c) **Delinquent Accounts.** Apex Direct may suspend or terminate access to the Services, including fee-based portions of the Services, for any account for which any amount is due but unpaid. In addition to the amount due for the Services, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees.

5. Licenses

- d) **Limited License.** Subject to your complete and ongoing compliance with these Terms, Apex Direct grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of any mobile application or web-based product associated with the Services obtained from a legitimate marketplace or directly online (whether installed by you or pre-installed on your mobile device by the device manufacturer, or accessed via a web interface) on a mobile device or computer that you own or control; and (b) access and use the Services.

e)

- f) **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Services; (b) make modifications to the Services; or (c) interfere with or circumvent any feature of the Services, including any security or access control mechanism. If you are prohibited under applicable law from using the Services, you may not use it.

- g) **Feedback.** We welcome your feedback, comments and suggestions. If you choose to contribute by sending Apex Direct or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings, promotions, strategies or product/feature names or any related documentation, artwork, computer code, diagrams or other materials (collectively "Feedback"), then regardless of what your accompanying communication may say, you hereby grant Apex Direct an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Services and create other products and services. Feedback is provided on a non-confidential basis, and Apex Direct is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way. Apex Direct has no obligation to review, consider or implement your Feedback, or to return to you all or part of any Feedback for any reason.

- 2. **Ownership; Proprietary Rights.** The Services are owned and operated by Apex Direct. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Services ("Materials") provided by Apex Direct are protected by intellectual property and other laws. All Materials included in the Services are the property of Apex Direct or its third-party licensors. Except as expressly authorized by Apex Direct, you may not make use of the

Materials. Apex Direct reserves all rights to the Materials not granted expressly in these Terms.

6. Third Party Terms

- a) **Third Party Services and Linked Websites.** Certain content is furnished by third parties (each, a “Third-Party Provider” and collectively, the “Third-Party Providers”). Such content (“Third Party Content”) includes,
- b) without limitation, any information, content, service or software made available by or through social media websites, blogs, wikis, online conferences, telecasts, podcasts, and other forums (collectively, the “Forums”). Third Party Content may be available through framed areas or through hyperlinks to the Third-Party Providers’ websites. Third-Party Content is not advice created or provided by Apex Direct and does not constitute a recommendation to buy, sell, or hold any security or securities. Neither Apex Direct nor the Third-Party Providers screen, review, approve or endorse any Third Party Content available on or through the Forums. Third Party Providers are not supervised or monitored by Apex Direct or any affiliate of Apex Direct. Apex Direct does not monitor, supervise or endorse any Third Party Content, and users of Third Party Content are not supervised persons of Apex Direct or any affiliate. No affiliate of Apex Direct is responsible or will be liable for any Third Party Content. Reliance on any Third Party Content available on or through the Forums is at your own risk. Third party services are not under Apex Direct’s control, and, to the fullest extent permitted by law, Apex Direct is not responsible for any third-party service’s use of your exported information. The Services may also contain links to third party websites. Linked websites are not under Apex Direct’s control, and Apex Direct is not responsible for their content.
- c) **Third Party Software.** The Services may include or incorporate third party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components (“Third Party Components”). Although the Services are provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third-party licenses or to limit your use of Third Party Components under those third-party licenses.

7. User Content

- c) **User Content Generally.** Certain features of the Apex Direct Services may permit users to upload and post content to the Apex Direct Service. “User Content” means any content that you upload, post or transmit to or through the Services including, without limitation, any text, photographs, audio files, graphics, videos and any other works subject to protection under the laws of the United States or any other jurisdiction, including, copyright, trademark, trade secret and patent laws, and excludes any and all Apex Direct Materials. Apex Direct does not guarantee the accuracy, integrity, appropriateness, availability or quality of any User Content, and under no circumstances will Apex Direct be liable in any way for any User Content. User Content is not advice created or provided by Apex Direct and does not constitute a recommendation to buy, sell, or hold any security or securities. Users creating User Content are not supervised or monitored by Apex Direct or any affiliate. Users are not supervised or monitored by Apex Direct. Apex Direct does not monitor, supervise or endorse any User Content, and Users are not supervised persons of Apex Direct. No affiliate of Apex Direct is responsible or will be liable for any User Content.
8. **Prohibited Conduct.** In addition to any other restrictions set forth in these Terms, and without limiting those restrictions, when using the Services, you agree not to (and not to attempt to or assist or permit any person to):

- d) use the Services for any illegal purpose or violate any applicable federal, state, local, national, or

- e) violate any rules, regulations or laws of the Financial Industry Regulatory Authority, Inc., the Securities and Exchange Commission, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, any commodities or futures contract market or association, or other regulatory body applicable to Apex Direct's business;
- f) violate any terms and conditions of any Additional Terms including the AFBS Customer Agreement;
- g) violate, or encourage others to violate, any right of a third party, including by (i) infringing or misappropriating any third party intellectual property right, (ii) use any trademarks, service marks, design marks, logos, photographs or other content belonging to Apex Direct or obtained from the Services, (iii) make unauthorized copies of any content made available on or through the Services;
- h) provide any false personal information to Apex Direct, create a false identity or impersonate another person or entity in any way or perform any fraudulent activity including claiming a false affiliation, accessing any other Services account without permission, or falsifying your age or date of birth;
- i) interfere with security-related features of the Services or any user's enjoyment of the Services, including, but not limited to, interference through: (i) use of any device, software or routine to interfere or attempt to interfere with the proper working of the Services, or any activity conducted on the Services, (ii) disabling or circumventing features that prevent or limit use or copying of any content, (iii) attempting to decipher, decompile, disassemble or reverse engineer any of the software or source code comprising or making up the Services except to the extent that the activity is expressly permitted by applicable law, (iv) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code, (v) disrupting any network, equipment, or server connected to or used to provide the Services, (vi) disabling, overburdening, impairing, damaging or hijacking the operation of any hardware, software or telecommunications equipment or any other aspect of the Services or communications equipment and computers connected to the Services, (vii) access, tamper with or use non-public areas of the Services, Apex Direct's (and its hosting company's) computer systems and infrastructure or the technical delivery systems of Apex Direct's providers, (viii) creating a new account with Apex Direct, without Apex Direct's express written consent, if Apex Direct has previously disabled or suspended an account of yours, or (ix) using the Services, without Apex Direct's express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming, (x) gaining unauthorized access to the Services, to other Users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Services, (xi) bypassing any approved software through which the Services is made available, (xii) framing or linking to any of the materials or information available on the Services, (xiii) interfering with or disrupting the Services, networks or servers connected to the Services or violate the regulations, policies or procedures of those networks or servers, or (xiv) taking any other action to interfere with the Services;
- j) interfere with any user's enjoyment of the Services by: (i) restricting, discouraging or inhibiting any person from using the Services, disclose personal information about a third person on the Services or obtained from the Services without the consent of that person, or collect information about or threaten, harass, demean, embarrass, menace or intimidate users of the Services; (ii) making any unsolicited offer or advertisement to another user of the Services, (iii) collecting personal information about another user or third party without consent, (iv) solicit, or attempt to solicit, personal information from other users of the Services, (v) use the Services to send communications to persons who have requested that you not send

- k) sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6) or any right or ability to view, access, or use any Materials;

9. Digital Millennium Copyright Act

- a) **Respect of Third Party Rights.** Apex Direct respects the intellectual property of others and takes the protection of intellectual property very seriously. We ask you to do the same. Infringing activity will not be tolerated on or through the Service. In accordance with the Digital Millennium Copyright Act of 1998 (the "Copyright Act"), the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Apex Direct will promptly respond to claims of copyright infringement if such claims are properly reported to Apex Direct's Designated Copyright Agent identified below.
- b) **Repeat Infringer Policy.** If Apex Direct learns of potential copyright infringement, then Apex Direct will take whatever action, in its sole discretion, it deems appropriate, including, for example: (i) removing or disabling access to material that Apex Direct believes in good faith or upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Services; and (ii) removing any User Content uploaded to the Services by "repeat infringers." Apex Direct considers a "repeat infringer" to be any User that has uploaded User Content or Feedback to or through the Services and for whom Apex Direct has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such User Content or Feedback. Apex Direct has discretion, however, to terminate the Account of any User after receipt of a single notification of claimed infringement or upon Apex Direct's own determination.
- c) **Procedure for Reporting Claimed Infringement.** If you believe that any content made available on or through the Services has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a "Notification of Claimed Infringement" containing the following information to the Designated Agent identified below. Your Notification of Claimed Infringement may be shared by Apex Direct with the User alleged to have infringed a right you own or control, and you hereby consent to Apex Direct making such disclosure. Your communication must include substantially the following:
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;
 - ii. Identification of works or materials you believe are being infringed, or, if multiple works are covered by a single notification, then a representative list of such works;
 - iii. Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Apex Direct to locate the material;
 - iv. Information reasonably sufficient to permit Apex Direct to contact you, such as an address, telephone number and, if available, an electronic mail address, at which you may be contacted;
 - v. A statement that you have a good faith belief that the use of the material in the manner

complained of is not authorized by the copyright owner, its agent or the law; and

- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement. If you fail to comply with the requirements of 17 U.S.C. § 512 (c)(3), your notice may not be effective.

- d) **Designated Agent Contact Information.** Apex Direct's designated agent for receipt of Notifications of Claimed Infringement (the "Designated Agent") can be contacted at the below address. Please send a copy of your mailed notice via email.

Apex Direct

ATTN: Rajeev Khurana

201 Broad Street

Floor 6 Suite 604

Stamford, CT – 06901

[Support Email]

Subject line: Copyright Notification

- e) **Counter Notification.** If you receive a notification from Apex Direct that material made available by you on or through the Services has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Apex Direct with what is called a "Counter Notification." To be effective, a Counter Notification must be in writing, provided to Apex Direct's Designated Agent through one of the methods identified in Section 10(d) and include substantially the following information:

- i. A physical or electronic signature of the subscriber;
- ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- iii. Adequate information by which we can contact you (including your name, address and telephone number, and email address, if available);
- iv. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- v. A statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, then for any judicial district in which Apex Direct may be found, and that the subscriber will accept service of process from the person who provided notification under Section 10(c) above or an agent of such person. *A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.*

- f) **Reposting of Content Subject to a Counter Notification.** If you submit a Counter Notification to Apex Direct in response to a Notification of Claimed Infringement, then Apex Direct will promptly provide the person

who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Apex Direct will replace the removed User Content or Feedback or cease disabling access to it in Ten (10) business days. Unless Apex Direct's Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the User from engaging in infringing activity relating to the material on Apex Direct's Services then Apex Direct will replace the removed User Content or Feedback and cease disabling access to it not less than Ten (10), nor more than Fourteen (14), business days following receipt of the valid Counter Notification.

g) False Notifications of Claimed Infringement or Counter Notifications.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services was removed or disabled by mistake or misidentification, then you may be held liable for damages (including costs and attorneys' fees) under U.S.C. § 512(f) of the Copyright Act.

17 U.S.C. § 512(f).

Apex Direct reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

For clarity, only Notifications of Claimed Infringement and Counter Notices should be sent to the Designated Agent. Any other feedback, comments, requests for technical support or other communications should be directed to [Support Email]

10. Communications

- a) Push Notifications.** When you install our app on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when the app is not on. You can turn off notifications by visiting your mobile device's "settings" page.
- b) Email.** We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.
- c) Brokerage Account.** Any and all electronic communications and documentation (including tax documentation) regarding investments made through the Brokerage Service will be made available to you as set forth in the AFBS Customer Agreement.

11. Modification of these Terms. We reserve the right to change these Terms on a going-forward basis at any time upon Seven (7) days' notice. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 11, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

12. Term, Termination and Modification of the Service

- a) Term.** These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 13(b).

- b) **Termination.** If you violate any provision of these Terms, your authorization to access the Services and

these Terms automatically terminate. In addition, Apex Direct may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at

any time by contacting customer service at apexdirect@apexfintechsolutions.com.

- c) **Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the

Service; (c) you must pay Apex Direct any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination. Sections 5(c), 6, 8(c), 13(c), and 14 through 20 will survive expiration or termination of these Terms.

- d) **Modification of the Service.** Apex Direct reserves the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Apex Direct will have no liability for any change to the Services or any suspension or termination of your access to or use of the Services.

13. **Indemnity.** In addition to your indemnification obligations under the AFBS Customer Agreement, to the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Apex Direct and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "Apex Direct Entities") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

14. **Disclaimers of Warranties.** WITHOUT LIMITING ANY DISCLAIMER OF WARRANTIES MADE BY US IN ANY ADDITIONAL TERMS, THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. APEX DIRECT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. APEX DIRECT DOES NOT WARRANT THAT THE SERVICES OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND APEX DIRECT DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES OR APEX DIRECT ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE APEX DIRECT ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICES AND YOUR DEALING WITH ANY OTHER SERVICES USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICES

AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR

PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. APEX DIRECT DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT APEX DIRECT IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

15. Legal Disclaimer. INVESTMENTS IN SECURITIES ARE NOT INSURED OR GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) OR ANY OTHER GOVERNMENTAL AGENCY. APEX DIRECT PROVIDES SELF-DIRECTED INVESTORS WITH A DISCOUNT BROKERAGE SERVICE AND DOES NOT MAKE RECOMMENDATIONS OR OFFER INVESTMENT ADVICE OF ANY KIND. YOU ARE SOLELY RESPONSIBLE FOR

EVALUATING THE MERITS AND RISKS ASSOCIATED WITH THE USE OF ANY INFORMATION, MATERIALS, CONTENT, USER CONTENT, OR THIRD PARTY CONTENT (COLLECTIVELY "CONTENT") PROVIDED THROUGH THE SERVICES BEFORE MAKING ANY DECISIONS BASED ON SUCH CONTENT. AS A USER OF THE SERVICES, YOU ALONE ARE RESPONSIBLE FOR DETERMINING WHETHER ANY CONTENT, PRODUCT, SERVICE, SECURITY, OR OTHER FINANCIAL INSTRUMENT MENTIONED ON THE APEX DIRECT SERVICE IS SUITABLE FOR YOUR PERSONAL FINANCIAL PURPOSES. PAST PERFORMANCE DATA SHOULD NOT BE CONSTRUED AS INDICATIVE OF FUTURE RESULTS. YOU SHOULD CONSIDER YOUR INDIVIDUAL INVESTMENT OBJECTIVES AND RISK TOLERANCE BEFORE INVESTING. THE CONTENT PRESENTED ON THE APEX DIRECT SERVICE IS NOT INTENDED TO PROVIDE YOU OR ANYONE ELSE WITH INVESTMENT, LEGAL, TAX, INSURANCE OR ANY OTHER KIND OF PROFESSIONAL ADVICE. YOU SHOULD CONSULT WITH A FINANCIAL, TAX OR LEGAL PROFESSIONAL FOR ADVICE REGARDING YOUR SPECIFIC FINANCIAL, TAX OR LEGAL POSITIONS AND CIRCUMSTANCES. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER APEX DIRECT NOR THE THIRD PARTY PROVIDERS MAKE ANY REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES AS TO (1) THE ACCURACY OR TIMELINESS OF ANY PRICE QUOTES; (2) THE ACCURACY, TIMELINESS, COMPLETENESS OR USEFULNESS OF ANY CONTENT MADE AVAILABLE ON THE SERVICES; OR (3) THE PRESENT OR FUTURE VALUE OR SUITABILITY OF ANY SALE, TRADE OR OTHER TRANSACTION INVOLVING ANY PARTICULAR SECURITY OR ANY OTHER INVESTMENT. ANY AND ALL CONTENT PROVIDED TO YOU IS EXCLUSIVELY FOR INFORMATIONAL, PERSONAL AND NONCOMMERCIAL ACCESS AND USE. YOU AGREE THAT ANY RELIANCE BY YOU ON ANY PRICE QUOTES, CONTENT OR USE OF THE SERVICES IS AT YOUR OWN RISK. PRICE QUOTES MAY BE DELAYED 20 MINUTES OR LONGER, ACCORDING TO THE RULES AND REGULATIONS APPLICABLE TO EXCHANGES AND THIRD-PARTY PROVIDERS.

TO THE FULLEST EXTENT PERMITTED BY LAW, APEX DIRECT IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITIES FOR REFERENCES TO OR INCLUSION OF SECURITIES WITHIN CONTENT. CONTENT MADE IN ASSOCIATION WITH ANY TRADE OR SECURITY DOES NOT REPRESENT A SOLICITATION OR RECOMMENDATION BY APEX DIRECT TO BUY OR SELL ANY SECURITY.

YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTAND THE DISCLAIMERS PROVIDED IN THIS SECTION 16. FURTHERMORE, YOU REPRESENT AND WARRANT THAT YOU WILL NOT DISCLOSE, BUY OR SELL ANY SECURITY, IN BREACH OF A FIDUCIARY DUTY OR OTHER RELATIONSHIP OF TRUST AND CONFIDENCE, WHILE IN POSSESSION OF MATERIAL, NONPUBLIC INFORMATION ABOUT THE SECURITY. YOU ASSUME ALL RISKS IN TRADES DONE VIA THE BROKERAGE SERVICE.

16. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE APEX DIRECT ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING

DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE APEX DIRECT

SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY APEX DIRECT ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. EXCEPT AS PROVIDED IN SECTION 18(e) AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE APEX DIRECT ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY

TO USE ANY PORTION OF THE APEX DIRECT SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO APEX DIRECT FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED

TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 17 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17. Dispute Resolution and Arbitration

- a) **Generally.** In the interest of resolving disputes between you and Aoex Direct in the most expedient and cost effective manner, and except as described in Section 18(b) and 18(c), you and Aoex Direct agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Notwithstanding the foregoing, this Section 18 is not intended to resolve disputes arising out of Brokerage Service, such disputes are to be resolved as set forth in the Aoex Direct Customer Agreement. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND APEX DIRECT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- b) **Exceptions.** Despite the provisions of Section 18(a), nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (iii) to file suit in a court of law to address an intellectual property infringement claim.
- c) **Opt-Out.** If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 18 within Thirty (30) days after the date that you agree to these Terms by sending a letter to Aoex Direct Attention: Rajeev Khurana, 201 Broad Street, Floor 6, Suite 604, Stamford, CT 06901 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration ("Opt-Out Notice"). Once Aoex Direct receives your Opt-Out Notice, this Section 18 will be void and any action arising out of these Terms will be resolved as set forth in Section 19(b). The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

- d) **Arbitrator.** Any arbitration between you and Aoex Direct will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules

(collectively, “AAA Rules”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Aoex Direct. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

- e) **Notice of Arbitration; Process.** A party who intends to seek arbitration must first send a written notice of

the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). Aoex Direct’s address for Notice is: Attention: Rajeev Khurana, 201 Broad Street, Floor 6, Suite 604, Stamford, CT 06901. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within Thirty (30) days after

the Notice of Arbitration is received, you or Apex Direct may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or Apex Direct must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by Apex Direct in settlement of the dispute prior to the award, Apex Direct will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$100.

- f) **Fees.** If you commence arbitration in accordance with these Terms, Apex Direct will reimburse you for your payment of the filing fee up to \$100, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Delaware, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Apex Direct for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

- g) **No Class Actions.** YOU AND APEX DIRECT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Apex Direct agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

- h) **Modifications to this Arbitration Provision.** If Apex Direct makes any future change to this arbitration

provision, other than a change to Apex Direct's address for Notice of Arbitration, you may reject the change by sending us written notice within Thirty (30) days of the change to Apex Direct's address for Notice of Arbitration, in which case your account with Apex Direct will be immediately terminated and this arbitration

provision, as in effect immediately prior to the changes you rejected will survive.

- i) **Enforceability.** If Section 18(g) or the entirety of this Section 18 is found to be unenforceable, or if Apex Direct receives an Opt-Out Notice from you, then the entirety of this Section 18(g) will be null and void and, in that case, exclusive jurisdiction and venue described in Section 19(b) will govern any action arising out of or related to these Terms.

18. Miscellaneous

- a) **General Terms.** These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Apex Direct regarding your use of the Services. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior

written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to". If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

- b) **Governing Law.** These Terms are governed by the laws of the State of Delaware without regard to conflict of law principles. You and Apex Direct submit to the personal and exclusive jurisdiction of the state courts and federal courts located within New York, New York for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in New York City, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
- c) **Privacy Policy.** Please read the AFBS Privacy Policy within Apex's disclosures [here](#) carefully for information relating to our collection, use, storage, disclosure of your personal information. The AFBS Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
- d) **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- e) **No Email Orders.** Apex Direct will not accept any orders placed by email as the time of order placement cannot be guaranteed. All orders not placed through the Brokerage Service must be made by phone.
- f) **Contact Information.** The Services are offered by Apex Direct, located at 201 Broad Street, Floor 6, Suite 604, Stamford, CT 06901. You may contact us by sending correspondence to that address or by emailing us

- g) **Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
- h) **No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.
- i) **International Use.** The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

19. **Notice Regarding Apple.** This Section 19 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Apex Direct only, not with Apple

Inc. ("Apple"), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.