

## Financial Planning Terms of Service

Effective as of date: January, 2026

These Financial Planning Terms of Service (“**Terms**”) are a legal agreement between you and Domain Money, Inc. (“**Domain Money**”). Domain Money is the parent of Domain Money Advisors, LLC (“**Investment Adviser**”). Domain Money owns and operates the Domain Money website (“**Website**”) and mobile application (“**Application**”). These Terms govern your use of the Website and Application, your use of a Domain Money Account (defined below), your access to the investment advisory services provided by Investment Adviser (“**Advisory Services**”) (except to the extent otherwise covered in your Client Advisory Agreement (defined and linked below), and any associated software or services provided by us (the Website, Application, Domain Money Account, Advisor Services, and any other software or services, collectively, the “**Services**”). As used in these Terms, the words “you” and “your” refer to you, a user of the Services. The words “Domain Money,” “we,” “us,” “our” and any other variation thereof refers to Domain Money, Inc. and Investment Advisor, collectively, unless the context requires otherwise.

Please review these Terms carefully before accessing or using the Services. If you do not understand anything contained in these Terms, please contact us. You may not access or use any Services unless you agree to these terms and conditions contained here. **Please note that these Terms require all disputes to be resolved by way of binding arbitration. Please see Section 18 for the Arbitration Clause.**

Domain Money reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to our Terms, we will update the “Effective as of” date at the top of this page. Any changes to our Terms will become effective when posted unless indicated otherwise. Your continued use of the Services following the posting of any changes will mean that you accept those changes. If you do not agree to any modification to the Terms, your sole and exclusive remedy is to terminate your use of the Services and close your Domain Money Account. Notwithstanding the above, we will seek your consent to changes to these Terms to the extent we are required to do so by law.

### 1. Fees and Payment

Domain Money offers three types of Services for fee at different pricing tiers and cadences (“**Fees**”). You must begin the client relationship with Domain Money by signing up to one of the flat fee financial plans (“**Plan**” or “**Plans**”):

- Essential Plan for \$3,200 for the first year, and then \$1,800 each year thereafter
- Strategic Plan for \$4,800 for the first year, and then \$2,500 each year thereafter
- Comprehensive Plan for \$7,800 for the first year, and then \$4,500 each year thereafter

Once you paid for a Plan and are also agreeing to the Domain Money Membership (“**Membership**”) and you become a Member of Domain Money.

Members also they may also sign up for Coaching Sessions at \$500 an hour if they ran out of the Coaching Sessions included in their plan

**Payment Methods.** You will be required to provide a valid payment method, which may include a credit card, debit card, or an authorization to deduct fees directly from your Domain Money Investment Account (collectively, your “Payment Source”). You represent and warrant that you are authorized to use the designated Payment Source.

**Authorization.** You agree to pay Domain Money the Fee for the Services and you authorize Domain Money to debit the Fee from your designated Payment Source. If you have established an Investment Account with a qualified Custodian via Domain Money, you acknowledge that we may, at our discretion or upon your election, deduct the Fee directly from that Investment Account in accordance with regulatory procedures.

**Failed Payments and Backup Methods.** If we are unable to charge your primary Payment Source (e.g., insufficient funds in your Investment Account or a declined credit card), you authorize us to immediately charge any other Payment Source we have on file for you to settle the outstanding balance.

If you dispute any charges you must let Domain Money know within thirty (30) days after the date that Domain Money charges you.

In case we are unable to charge the Payment Source, the reminder of the fee will still be considered as due and any amounts not paid within 15 days of the date of billing shall be subject to a finance charge of 1% per month (12% annual) on the unpaid balance. We will make attempts to provide you with a new payment link and to new payment information to help you avoid any late fees.

After the first year of Membership, you will be charged for your second year of Membership at the anniversary of your Kick Off meeting and then on the same day each year thereafter. Before that date, and if you have an eligible custodial account with Domain Money, we may offer you to switch your Payment Source from credit card to a direct deduction from an eligible custodian account.

Domain Money will not charge interest on the Membership Fee, but may suspend your service if the Membership Fee is not collected when due. If you cancel your membership during your billing cycle you will not be charged a prorated Membership Fee. Domain Money may reduce or waive the Membership Fees for the accounts of some members without notice to, or fee adjustment for, you.

We reserve the right to change the service fees at our sole discretion with sufficient notice before you commit to a paid service and pay a deposit. Your continued use of the Services after any such service fee change becomes effective constitutes your agreement to pay the changed amount.

**Refunds and Promotional Offsets.** In the event Domain Money issues a full or partial refund of your Plan or Membership fees for any reason (including under any applicable Satisfaction

Guarantee), Domain Money reserves the right to deduct the value of any cash incentives, promotional deposits, or other monetary benefits you received from Domain Money during the applicable Membership term from the refund amount.

## 2. Privacy Policy

Please refer to the [Domain Money Privacy Policy \("Privacy Policy"\)](#) for information about how we collect, use and disclose personal information. By agreeing to these Terms, you also agree to our Privacy Policy, which is incorporated herein by reference.

By accessing and using the Services, you authorize Domain Money to share your information, including, without limitation, your "**Personal Information**" (as such term is defined in the Privacy Policy), information related to your Domain Money Account, your linked depository accounts, and related information with third-party vendors as necessary for purposes of providing the Services set forth herein, facilitating any products or services you request from those third-party vendors, and as otherwise set forth in the Privacy Policy.

## 3. Eligibility, Registration and Account

Our Services, and the products and services of the Financial Services Providers, are intended solely for users who are eighteen (18) years of age or older. If you are under the age of eighteen (18), then you are not permitted to use the Services (and you may not have or use a Domain Money Account). By accessing and using the Services, you represent and warrant that you are eighteen (18) years of age or older. The Services are limited to use for personal, family, or household purposes. In order to use the Services (including to apply for a Domain Money Account), you will be required to provide certain Personal Information as further set forth herein.

You may not register a Domain Money Account or use the Services if you are a resident of any jurisdiction in which (i) Domain Money is not authorized to provide the Services, (ii) the United States has embargoed goods or services, (iii) where your use of the Services would be illegal or otherwise violate any applicable law of such jurisdiction or of the United States ("**Restricted Jurisdiction**"). You hereby represent and warrant that you are not a resident of any Restricted Jurisdiction and that you will not register a Domain Money Account or use the Services even if our methods to prevent you from registering an account or using the Services are not effective or can be bypassed. We may implement controls to restrict access to the Services from any Restricted Jurisdiction.

We make no claims that the Services are appropriate for or may be legally accessed outside of the United States. If you access the Services from outside the United States, you do so at your own risk and are responsible for compliance with the applicable laws of the country or jurisdiction where you may be located. You may not use or export any content of the Website or Application in violation of U.S. export laws and regulations or any other U.S. or foreign federal, state or local statute, rule or regulation. The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. We make no representations that the Services are

appropriate for use in all locations, or that the transactions, products, loans, financial instruments or services indicated or discussed on the Website or Application are available or appropriate for sale or use in all jurisdictions, or countries or by all investors or counterparties. By accessing or using our Services, you consent to the processing, transfer and storage of information about you in and to the United States, where you may not have the same rights and protections as you do under local law.

#### **4. Investment Advisor – Advisory Services**

The terms and conditions applicable to your use of the Advisory Services are set forth in the [“Client Advisory Agreement”](#) and are more fully explained in the [“Investment Advisor Brochure”](#). It is important that you read these documents carefully before accessing the Advisory Services. You will be required to consent to the Client Advisory Agreement in order for Domain Money to provide Investment Advisor Services to you. With respect to the provision of Advisory Services or as otherwise required by applicable law, in the event of any conflict between these Terms and the Client Advisory Agreement, the Client Advisory Agreement will govern.

**Certain Statements: Indices.** Any assumptions, assessments, statements or the like regarding future or market events or that are forward-looking constitute only subjective views, outlooks, estimations or intentions, are based upon our or the source’s expectations, intentions or beliefs, should not be relied on, are subject to change due to a variety of factors, including fluctuating market conditions, and involve inherent risks and uncertainties, both general and specific, many of which cannot be predicted or quantified and are beyond Domain Money’s control. Any indices (including financial benchmarks) shown are provided for illustrative purposes only, are unmanaged, and may or may not reflect reinvestment of income and dividends or the impact of advisory fees with respect to the investments presented. Comparisons to indices have limitations because indices have material characteristics that may differ from a particular investment strategy. Indices should not be relied upon as an accurate measure of comparison.

**Hypothetical/Backtested Performance.** To the extent used, hypothetical performance, including backtested performance, has inherent limitations, does not reflect actual client trading, should not be relied upon and must be reviewed in conjunction with the important disclosures accompanying such information. Because hypothetical performance does not reflect investment decisions under actual market conditions and therefore cannot completely account for the impact of financial risk or other factors on the manner in which a portfolio would have been managed, no representation is made that a portfolio’s performance would have been the same as the hypothetical results had the portfolio been in existence during such time.

#### **5. Investment Advisor – Investment Management Services**

Included in the membership and as described in the Client Advisory Agreement, you may opt into having Domain Money manage some or all of your assets **at no additional financial planning cost**; some account management fees may apply and will be charged directly by the Custodian, for more information on fees please see our ADV. To do so, you will need to open one or more investment advisory accounts (each, an “Investment Account”) with one or more of our qualified custodians (each, a “Custodian”). With your Investment Account you have the ability to: (i) access

the Advisory Services of the Investment Advisor and (ii) deposit, hold, and withdraw currency (i.e., U.S. dollars). For the avoidance of doubt, Domain Money is not a regulated financial institution. Domain Money is registered as an investment advisor with the Securities and Exchange Commission (“SEC”) under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). Domain Money relies on the Custodian to provide certain financial products and services, including all regulated aspects of those services. Your use of these financial products and services through the Services are subject to additional terms and conditions established by and between you and the Custodian when you open your account. Domain Money does not determine your eligibility for financial products and services offered by the Custodian, and does not hold, custody or otherwise maintain control of, have access to, or guarantee any fiat currency, or securities that you have access to through your Investment Account. The Custodian in connection with the provision of the Investment Account under this Agreement may change at any time and you may be required to enter into additional terms and conditions with such Custodian in order to continue accessing the Services or aspects thereof.

Domain Money has partnered with Altruist Corp (“Altruist”) for purposes of the Investment Account custody. You (or the Domain Money on your behalf) will provide instructions related to the Investment Account and transactions to be conducted through the Altruist portal. Your use of the Investment Account is subject to your agreement and acknowledgement of the [Altruist customer agreements and disclosures](#). You will be able to access and view your Securities Account through your Altruist portal and all services related to the Investment Account, including all transactions, are provided to you by Altruist. Without limiting the generality of the foregoing, in no event shall you have any recourse, whether by setoff or otherwise, with respect to any amounts owed or liabilities incurred, to or against any assets of any person or entity other than Altruist for the applicable amounts or liabilities, including, without limitation, any member, affiliate, investor, employee, officer, agent or advisor of Domain Money. For the avoidance of doubt, the foregoing shall not limit any setoff permitted by applicable law.

## **6. Financial Accounts Linking**

The Domain Money Website and Application allow you to link one or more of your securities and bank accounts held with third-party institutions (your “Linked Accounts”). By linking at least one external account we may provide you with tools to help you view your assets (within your Linked Accounts), manage your finances, and calculate your net worth.

By linking any of your accounts as described above, you authorize and direct us and/or our Data Providers (defined below) to access such third party sites, databases and other services relating to the Linked Account necessary to verify your ownership of and other information about your account, and to access, retrieve and use your account information or other information you direct us to access on an ongoing basis (“Account Information”). We may connect directly to a financial institution or use the services of a third party provider, including Plaid Inc., to access your Account Information, (these third parties are referred to as “Data Providers”). In some situations, this may include (i) authorizing us (through our Data Provider) to provide your account login credentials or other information and (ii) granting us (either directly or through our Data Provider) full power and authority to take any additional steps, all as necessary to access, retrieve and use your Account Information in accordance with these Terms and our Privacy Policy. You acknowledge and agree

that (iii) when we or our Data Provider access, retrieve and use Account Information, we are acting as your agent, and not as the agent of or on behalf of any other party; (iv) if we use a Data Provider to access your Account Information, that Data Provider will provide to us, on your behalf, your Account Information for our use in connection with the Service, including to respond to your inquiries, fulfill your requests, provide you with customer service, and identify offers from us and third parties that may be of interest to you;

We are not obligated to review Account Information for any purpose, including accuracy, legality, or non-infringement. We will not use Account Information to verify accuracy of your response to any account opening questions or suitability of any investment advice provided by Domain Money. You agree we and our Data Provider shall be entitled to rely on the foregoing authorization granted by you. If you wish to revoke the foregoing authorization for a particular Linked Account, you must unlink the account from within the Application. We may retain your account information with respect to any deleted Linked Account to the extent required for legal or regulatory purposes.

You represent and warrant you are a legal owner of, or you are authorized to provide us and our Data Provider with, all Account Information, and have the right to grant the permissions set forth herein, and our third party provider's exercise of its rights set forth herein will not violate any applicable laws or third party rights. You may only link your external accounts held at a financial institution located in the United States or in a United States territory. You understand and agree the Service is not sponsored or endorsed by, or affiliated with, any third parties, including any financial institution that holds the account you may choose to link to the Service.

## **7. Tax Preparation and Filing**

You may elect to use the tax preparation and filing services ("Tax Services") made available by Domain Money. You may be required to execute additional terms and conditions for the purpose of accessing the Tax Services and any additional terms are incorporated into the Terms by reference. The Tax Services are provided by a third party vendor, Tickmark, Inc. ("Taxfyle"), that connects you with a tax professional (each, a "Tax Pro"). The Tax Pro is responsible for receiving all relevant documents and information from you ("Tax Information"), via the Website or Application, and using this information to prepare and file your taxes. You are solely responsible for submitting complete and accurate Tax Information to Taxfyle and the Tax Pros using the Website or Application as your means of submission. All customer tax returns will be filed by a Tax Pro using the e-filing systems made available by the U.S. and state tax authorities. To the extent that your state does not permit e-filing of your tax return, you may need to make arrangements to submit your tax returns directly to the state.

For the avoidance of doubt, Domain Money will not prepare or file your taxes. As such, we do not provide any financial, legal or accounting advice with respect to the Tax Services. Domain Money customer service representatives will be reasonably available to assist you with communicating the Tax Information to Taxfyle or the Tax Pro. All questions specific to the Tax Services will be directed to Taxfyle or a Tax Pro. Domain Money disclaims all liability, and will not be liable, for or in connection with any harm or damages to you or to any party resulting from your use of Tax Services. We reserve the right to change, suspend, or terminate the availability of Tax Services for any reason and solely at our discretion. To the extent that we determine to terminate Tax services,

we will use reasonable efforts to inform you of such termination as soon as practicable. Further, because we rely on Taxfyle to provide the Tax Services, Taxfyle may find reason to terminate their agreement to provide Domain Money and its customers with such services. Under these circumstances, we will use reasonable efforts to find a replacement provider of Tax Services, however, in the event that we were unable to find a suitable replacement for Taxfyle, we will terminate the availability of Tax Services. We have sole discretion with regard to finding a suitable replacement.

Domain Money reserves the right to limit or change the Tax Services at any time at its own discretion. **There are no additional fees for Tax Services.**

## **8. Apple iOS Operating System**

If you are using an Apple Inc. (“**Apple**”) iOS version of the Services, the following shall apply: In addition to your agreement with these Terms, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any software application made available as part of the Service that is compatible with the iOS operating system of Apple. Apple is not a party to these Terms and does not own and is not responsible for the Application. Apple is not providing any warranty for the Application except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Application and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Application, including any third party product liability claims, claims that the Application fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Application, including those pertaining to intellectual property rights, must be directed to us as follows: by mail to 594 Broadway Suite 502, New York NY 10012, by email to [support@domainmoney.com](mailto:support@domainmoney.com), or by contacting us at (760) 836-6246. The license you have been granted herein is limited to a non-transferable license to use the Application on an Apple- branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third party agreement applicable to you when using the Application, such as your wireless data service agreement. Apple and Apple's subsidiaries are third party beneficiaries of these Terms and, upon your acceptance of the terms and conditions of these Terms, will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof; notwithstanding the foregoing, our right to enter into, rescind or terminate any variation, waiver or settlement under these terms is not subject to the consent of any third party.

## **9. Closing your Domain Money Account**

You may request that Domain Money close your Domain Money account at any time by selecting “Close My Account” from within the Application.

## **10. Access to the Services**

Domain Money retains the right, at our sole discretion, to deny service or use of the Services to anyone at any time and for any reason to the extent permitted by applicable law. You agree that Domain Money will not be liable to you or to any third party for any modification, suspension or discontinuance of the Website or Application or any of the Services offered through the Website and/or Application.

## **11. Customer Service**

You may contact Domain Money at [support@domainmoney.com](mailto:support@domainmoney.com) for any inquiries, feedback or concerns about your Domain Money Account or Third Party Services. When you contact us, please provide us with your name, address, and any other information we may need to identify you, your Domain Money Account. Domain Money will use a variety of methods to communicate with you, including in-app chat, SMS texts, telephone calls, emails and video conferencing.

We may record and monitor our telephone conversations with you and your electronic communications with us (chat, email and other forms of electronic exchange). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities.

## **12. Intellectual Property and Limited License**

Unless otherwise indicated by Domain Money, the Services and all content and other materials therein, including, without limitation, the Domain Money logo, the Terms, and all other designs, text, graphics, pictures, information, data, software, sound files, other files made available within the Services and the selection and arrangement thereof, and any documentation or other ancillary material provided to you by or behalf of Domain Money (collectively, "**Domain Money Content**") are the proprietary property of Domain Money or our licensors or users and are protected by U.S. and international intellectual property laws. Except as explicitly permitted by these Terms, you may not, and you may not allow others to, sell, copy, modify, correct, enhance, create derivative works from, publish, store or in any way distribute or otherwise exploit the Domain Money Content. You may not, and you may not allow others to: (i) decompile, reverse engineer, convert or otherwise extract or disclose the underlying script, code (whether binary, assembly, source, object, HTML or otherwise) or structure of any Domain Money Content, or (ii) remove or alter authorship attribution or copyright notices or similar information on the Website or Application.

Any violation of the provisions above regarding Domain Money Content may subject you to statutory and punitive damages and shall specifically also entitle Domain Money to equitable relief (including an injunction), in addition to (and not in substitution or replacement for) any other available remedies at law or in equity, without the need for the posting of a bond or any other requirement.

To the extent you provide any feedback, suggestions, or comments regarding the Services ("**Feedback**"), Domain Money may, in its sole discretion, incorporate some or all of such Feedback into the Services. You hereby grant Domain Money a worldwide, perpetual,

nonexclusive, sublicensable, royalty-free license to use, reproduce, distribute, transmit, disclose, display, modify and create derivative works of all such Feedback. You further represent and warrant that you have all rights necessary to provide Domain Money the Feedback and that the use of the Feedback by Domain Money will not violate, infringe, or otherwise misappropriate any third party rights.

Subject to your compliance with these Terms, Domain Money grants you a limited, non-transferable, non-sublicensable, non-exclusive, revocable license to use the Services for personal use until such time as the Terms terminate or expire or your right to use or access the Services is terminated in accordance with the Terms.

### **13. Trademarks**

“Domain Money” and the Domain Money logo and any other Domain Money product or service names, logos or slogans are Domain Money’s trademarks in the United States and in other countries, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Domain Money. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners and may not be used without permission of the applicable trademark holder. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Domain Money.

### **14. Limitation of Liabilities**

We expressly disclaim any liability for any errors or omissions included in the Website, Application or any third-party sites linked to or from the Website or Application. Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

In no event will we, or our respective owners, subsidiaries, affiliates, directors, officers, employees, agents, and assigns be liable for any direct or indirect, special, incidental, consequential or punitive damages, lost profits, or other damages whatsoever arising in connection with the use of the Services, even if we have been advised of the possibility of such damages. Any interruption in availability of the Website or Application, delay in operation or transmission, computer virus, loss of data, or use, misuse, reliance, review, manipulation, or other utilization in any manner whatsoever of the Website, Application, or the data collected through the Website or Application, even if one or more of them has been advised of the possibility of such damages or loss.

Unless otherwise limited by applicable law, our aggregate liability arising out of this statement will not exceed the greater of one hundred dollars (\$100) or the Service fees you have paid us in the past twelve months.

Notwithstanding anything that may be to the contrary herein, federal and certain state securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing in this Agreement purports to waive or limit any rights that you may have under the Advisers Act and any other applicable securities laws.

Domain Money shall not be liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

Client has rights and protections under the U.S. Investment Advisers Act of 1940, as amended (the "Advisers Act"). The foregoing does not apply to investment advisory services provided by the Adviser. Further, nothing in this paragraph shall be construed to waive or limit the Adviser's fiduciary duty under or compliance with the Advisers Act, or the Client's protections thereunder. Client is encouraged to seek advice of counsel if it believes it has suffered damages as a result of receiving Services hereunder.

#### **15. Indemnification**

You agree to indemnify, defend, and hold us and our respective owners, subsidiaries, affiliates, directors, officers, employees, agents and assigns harmless from and against any and all loss, costs, expenses (including reasonable attorneys' fees and expenses), claims, damages, and liabilities related to or associated with your use of the Services and any alleged violation by you of applicable law, regulatory or order, these Terms, or the rights of any third party. We reserve the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this section. In such an event, you shall provide us with such cooperation as we reasonably request.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Client has rights and protections under the U.S. Investment Advisers Act of 1940, as amended (the "Advisers Act"). The foregoing does not apply to investment advisory services provided by the Adviser. Further, nothing in this paragraph shall be construed to waive or limit the Adviser's fiduciary duty under or compliance with the Advisers Act, or the Client's protections thereunder. Client is encouraged to seek advice of counsel if it believes it has suffered damages as a result of receiving Services hereunder.

#### **16. DISCLAIMER OF WARRANTIES**

THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. DOMAIN MONEY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DOMAIN MONEY DOES NOT WARRANT THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, INCLUDING THOSE OF ANY HARDWARE OR DEVICE THAT YOU USE TO ACCESS THE SERVICES, (II) OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR VIRUS- OR ERROR-FREE OR (III) ERRORS WILL BE CORRECTED. ANY ORAL OR WRITTEN ADVICE PROVIDED BY DOMAIN MONEY

OR THE FINANCIAL SERVICES PROVIDERS DOES NOT AND WILL NOT CREATE ANY WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES WHICH MEANS THAT SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### **17. Applicable Law**

These Terms shall be governed by and construed in accordance with the laws of the state of New York without regard to conflict of laws provisions. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your state of residence.

#### **18. Arbitration**

**We have put this Arbitration Agreement in question and answer form to make it easier to understand. However, this Arbitration Agreement is legally binding on you and on Domain Money.**

##### **Background and Scope.**

Question	Short Answer	Further Detail
<b>What is arbitration?</b>	An alternative to a court case.	In arbitration, a neutral third party (a “ <u>Neutral</u> ”) resolves Claims in a hearing without a jury.
<b>Is it different from court and jury trials?</b>	Yes.	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre- hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
<b>Can you opt out of this Arbitration Agreement?</b>	Yes, within 60 days.	If you do not want this Arbitration Agreement to apply, you must send us a signed notice within 60 calendar days after the date you become subject to this Arbitration Agreement. You must send the notice in writing to Domain Money, Inc., Attn: Domain Money, 594 Broadway, Suite 502, New York, NY 10012 or via email to <a href="mailto:support@domainmoney.com">support@domainmoney.com</a> (or any subsequent address we provide to you) (the “ <u>Notice Address</u> ”). Provide your name, address and date. State that you “opt out” of the Arbitration Agreement.

Question	Short Answer	Further Detail
<b>What is this Arbitration Agreement about?</b>	The parties' agreement to arbitrate Claims.	Unless prohibited by applicable law and unless you opt out, you and we agree that any party may elect to arbitrate or require arbitration of any "Claim" (as defined below).
<b>Who does the Arbitration Agreement cover?</b>	You, us, and certain related parties.	This Arbitration Agreement governs you and us. Solely as used in this Arbitration Agreement, the words "we," "us" and "our" mean: (1) Domain Money (2) their parents, subsidiaries, affiliates, assignees and successors; (3) the employees, directors, officers, shareholders, members and representatives of the companies referenced in items (1) and (2); and (4) any person or company that is named in a Claim you pursue at the same time you pursue a related Claim against any company or person referenced in items (1)-(3).
<b>What Claims does the Arbitration Agreement cover?</b>	All Claims (except certain Claims about this Arbitration Agreement).	This Arbitration Agreement governs all "Claims" that would usually be decided in court and are between us and you. In this Arbitration Agreement, the word "Claims" has the broadest reasonable meaning. It includes contract and tort claims (including fraud and intentional tort claims) and claims under constitutions, statutes, ordinances, rules and regulations. It includes all claims even indirectly related to these Terms, your use of the Services, our relationship with you, or any claims concerning related account agreements, terms or authorizing documents, including but not limited to the E-SIGN consent, Domain Money's Privacy Policy, the Domain Money Terms of Use, the Client Advisory Agreement, and the Domain Money App. It includes claims related to any prior accounts, services or products. It includes claims related to marketing, privacy and customer information. It includes claims related to the validity in general of the Account. However, it does not include disputes about the validity, coverage or scope

Question	Short Answer	Further Detail
		of this Arbitration Agreement or any part of this Arbitration Agreement. All such disputes are for a court and not the Neutral to decide.

**Process. Arbitration Fees and Awards.**

Question	Short Answer	Further Detail
Who administers the arbitration? What rules apply?	Usually, the AAA administers arbitrations under its rules.	<p>Arbitrations will be conducted under this Arbitration Agreement. Except for some group arbitrations ("Group Arbitrations") of common issues of law or fact ("Common Issues") conducted without an arbitration administrator, as described below, arbitrations will also be subject to the rules of the arbitration administrator in effect at the time the arbitration is commenced. However, arbitration rules that conflict with this Arbitration Agreement do not apply. The arbitration administrator (if any) will be either: (1) the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, <a href="http://www.adr.org">www.adr.org</a>; or (2) any other company picked by agreement of the parties. If both of the above options are unavailable, a court will pick the administrator (if any). No arbitration brought on a class basis may be administered or conducted without our consent by any administrator or Neutral that would permit class or representative arbitration under this Arbitration Agreement.</p> <p>The Neutral will be selected under the rules of the administrator (if any). However, the Neutral must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p> <p>We may waive any rights under this Arbitration Agreement, either on our own or at your request.</p>

Question	Short Answer	Further Detail
Can Claims be brought in court?	Sometimes.	<p><b>Either party may bring a lawsuit if the other party does not demand arbitration. Also, either you or we may require that any individual Claim within the jurisdiction of a small claims court shall be resolved by such small claims court. However, either party may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.</b></p>
Are you giving up any rights?	Yes.	<p><b>For Claims subject to this Arbitration Agreement, you give up your right to:</b></p> <ol style="list-style-type: none"> <li data-bbox="817 798 1258 830">1. Have juries decide Claims.</li> <li data-bbox="817 861 1388 925">2. Have courts, other than small-claims courts, decide Claims.</li> <li data-bbox="817 956 1405 1199">3. Serve as a private attorney general or in a representative capacity (provided that public injunction Claims may be litigated as provided under the caption "What happens if part of this Arbitration Agreement cannot be enforced?").</li> <li data-bbox="817 1231 1388 1368">4. Without our consent (and except for Group Arbitrations described below), join a Claim you have with a claim by other consumers.</li> <li data-bbox="817 1400 1388 1463">5. Bring or be a class member in a class action or class arbitration.</li> </ol> <p><b>We also agree to these limits.</b></p>

Question	Short Answer	Further Detail
Can you or another consumer start class arbitration?	No.	<p><b>The Neutral is not allowed to handle any Claim on a class or representative basis. This Arbitration Agreement will be void if a court rules that the Neutral can decide a Claim on a class or representative basis and the court's ruling is not reversed on appeal.</b></p>
What happens if part of this Arbitration Agreement cannot be enforced?	It depends.	<p>If any portion of this Arbitration Agreement cannot be enforced, the rest of this Arbitration Agreement will continue to apply, except that:</p> <p>(1) If a court rules that the Neutral can decide a Claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this sentence will apply and the remainder of this Arbitration Agreement will be void; and (2) If you bring a Claim seeking public injunctive relief and a court determines that the restrictions in this Arbitration Agreement prohibiting the Neutral from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case, the parties agree to request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court.</p> <p>In no event will a Claim for class relief or public injunctive relief be arbitrated, either individually or in a Group Arbitration.</p>

Question	Short Answer	Further Detail
<b>In sum, what options do I have in order to assert Claims against you?</b>	Subject to limited exceptions, most Claims are subject to arbitration.	All Claims subject to this Arbitration Agreement must be decided in: (1) an individual arbitration; (2) a Group Arbitration of Common Issues; (3) a lawsuit if (and only if) the defendant does not demand arbitration; (4) an individual action in small-claims court; or (5) a lawsuit that solely addresses a Claim for public injunctive relief, but only as provided under the caption "What happens if part of this Arbitration Agreement cannot be enforced?"
<b>What law applies?</b>	The Federal Arbitration Act ("FAA").	The Account, Terms and this Arbitration Agreement involve interstate commerce. Thus, the FAA governs this Arbitration Agreement. The Neutral must apply substantive law and comply with the FAA. The Neutral must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
<b>Will anything I do make this Arbitration Agreement ineffective?</b>	No.	This Arbitration Agreement stays in force even if you: close the Account and cancel the Terms or go into or through bankruptcy.

Question	Short Answer	Further Detail
What must a party do before starting a lawsuit or arbitration?	Send a written Claim Notice and work to resolve the Claim.	<p>Before starting a lawsuit or arbitration, the complaining party (the “Claimant”) must give the other party (the “Respondent”) written notice of the Claim (a “Claim Notice”). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts and the requested relief. If you are the Claimant, you must send the Claim Notice in writing (and not electronically) to the Respondent, c/o Legal Department at the Notice Address. You or an attorney you have personally hired must sign the Claim Notice and must provide your full name and a phone number where you (or your attorney) can be reached. A collections letter from us to you will serve as a Claim Notice. Once a Claim Notice is sent, the Claimant must give the Respondent a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis.</p>
How does arbitration start?	Per the administrator's rules.	<p>If the parties do not reach an agreement to resolve a Claim within 30 days after notice of the Claim is received, the Claimant may commence a lawsuit or arbitration, subject to the terms of this Arbitration Agreement. To start arbitration, the Claimant must follow the administrator's rules. If a Claimant begins or threatens a lawsuit, the Respondent can demand arbitration. This demand can be made in court papers. It can be made if a Claimant begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit may be brought and any existing lawsuit must stop.</p>

Question	Short Answer	Further Detail
Will any hearing be held nearby?	Yes.	The Neutral may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited.	Appeal rights under the FAA are very limited. Except for: (1) FAA appeal rights; (2) Claims involving more than \$50,000 (including Claims involving requests for injunctive relief that could cost more than \$50,000); and (3) Claims involving Common Issues resolved in a Group Arbitration, the Neutral's award will be final and binding. For Claims involving more than \$50,000 and Claims involving Common Issues resolved in a Group Arbitration, any party (including a majority of the Claimants in a Group Arbitration) may appeal the award to a three-Neutral panel selected in accordance with this Arbitration Agreement, which will reconsider from the start anything in the initial award that is appealed. The panel's decision will be final and binding, except for any FAA appeal right. Any appropriate court may enter judgment upon the Neutral's award.
Do arbitration awards affect other disputes?	No.	You and we agree that no arbitration involving you will have any effect on issues or claims in a dispute we have with anyone who is not a party to such arbitration (including the parties in a Group Arbitration that does not involve you), nor will an arbitration award in disputes that do not involve you have any impact in an individual arbitration or Group Arbitration involving you.

Question	Short Answer	Further Detail
<b>Who bears arbitration fees?</b>	<b>Usually, we do.</b>	<p><b>Except for Group Arbitrations, we will agree to pay all filing, administrative, hearing and Neutral fees if you act in good faith, cannot get a waiver of such fees and ask us to pay. We will always pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Agreement.</b></p>
<b>When will we cover your legal fees and costs?</b>	<b>Usually, if you win.</b>	<p><b>If you win an arbitration you initiate (meaning you recover more than we offered before the arbitration), we will pay your reasonable fees and costs for attorneys, experts and witnesses. We will always pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Agreement. The Neutral shall not limit his or her award of these amounts because your Claim is for a small amount. Despite the foregoing, unless required by law or to enforce this Arbitration Agreement, the Neutral is not required to award any fees and costs for your attorneys, experts and witnesses that are incurred by you with respect to a Claim after the time we make a written offer to resolve such Claim for relief in excess of the relief ultimately awarded by the Neutral.</b></p>

Question	Short Answer	Further Detail
<p><b>Will you ever owe us for arbitration or attorneys' fees?</b></p>	<p>Generally, only for bad faith or breaches of this Arbitration Agreement.</p>	<p>The Neutral can require you to pay our fees if: (1) the Neutral finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Agreement invalid. Also, you may be liable for certain arbitration fees in a Group Arbitration, as provided below. Finally, you may be responsible for some or all of our legal fees resulting from a bad faith breach of this Arbitration Agreement, if a court or arbitrator determines that assessing such fees to be warranted under the circumstances and the power to assess such fees does not make this Arbitration Agreement invalid.</p>
<p><b>Can a failure to resolve a Claim informally result in a larger recovery for you?</b></p>	<p>Yes, except in Group Arbitrations.</p>	<p>Except for Claims resolved in or after a Group Arbitration, you are entitled to an arbitration award of at least \$7,500 if: (1) you give us notice of a Claim on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Arbitration Agreement (including the requirements described in response to the question reading "What must a party do before starting a lawsuit or arbitration?"); and (2) the Neutral awards you money damages greater than the last amount you requested at least ten days before the arbitration commenced. This is in addition to any attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. This \$7,500 minimum award is a single award that applies to all Claims you have raised or could have raised in the arbitration. Multiple awards of \$7,500 are not contemplated by this Arbitration Agreement. Settlement demands and</p>

Question	Short Answer	Further Detail
		<b>offers are strictly confidential. They may not be used in any proceeding by either party except to justify a minimum recovery of \$7,500.</b>
<b>Can an award be explained?</b>	<b>Yes.</b>	<b>A party may request details from the Neutral, within 14 days of the ruling. Upon such request, the Neutral will explain the ruling in writing.</b>
<b>Can you arbitrate or can we require arbitration of Common Issues in a Group Arbitration?</b>	<b>Sometimes</b> .	<p><b>It is possible that many Claimants will pursue or threaten Claims against us involving Common Issues. Depending upon the circumstances, this may make individual arbitrations impractical or unduly costly. The Group Arbitration provisions of this Arbitration Agreement are designed to address this problem.</b></p> <p><b>Any group of 50-250 Claimants who have given Claim Notices that involve Common Issues and are not already participating in individual arbitrations under this Arbitration Agreement may form a “Qualifying Group” to participate jointly in a Group Arbitration, provided that no Claimant who is already a member of a Qualifying Group may join a different Qualifying Group. Also, we may form a Qualifying Group of 50-250 such Claimants, provided that no Claimant who is already a member of a Qualifying Group may be included in a different Qualifying Group. The Qualifying Group for a Group Arbitration shall be deemed to be formed upon delivery of notice from such Qualifying Group to us or from us to the members of such Qualifying Group or their counsel (a “Group Arbitration Notice”). All rights and duties of a Qualifying Group under this Arbitration Agreement will be exercised or performed by a majority of</b></p>

Question	Short Answer	Further Detail
		<p>the members of the Qualifying Group (a “Group Majority”) or a Qualifying Group representative appointed by a Group Majority (a “Group Agent”).</p> <p>In the event a new Claimant asserts a Claim that involves a Common Issue that is being addressed in an existing Group Arbitration, either we, a Group Majority or a Group Agent may require the new Claimant to participate in the existing Group Arbitration, so long as the Claimants in such Group Arbitration will remain a Qualifying Group.</p> <p>Different Qualifying Groups may bring separate Group Arbitrations to resolve the same or different Common Issues (for example, if there are more than 250 Claimants with Common Issues) but no Claimant may participate in an arbitration of the same Common Issue in more than one Qualifying Group. A different Neutral must be appointed for each Group Arbitration, and no single Neutral may hear more than one Group Arbitration of the same Common Issues. Claims on a class basis or Claims for public injunctions may not be heard or decided in Group Arbitrations.</p> <p>Upon formation of a Qualifying Group, all Common Issues affecting such Qualifying Group shall be resolved by Group Arbitration under this Arbitration Agreement. Before commencement of a Group Arbitration for such Qualifying Group, the AAA shall be consulted about the fees and charges (or fee schedule) it will impose for such Group Arbitration, including Neutral charges. For 15 days after receiving final fee and charge information from the AAA, either we or the Qualifying Group may elect for the Group Arbitration to be conducted</p>

Question	Short Answer	Further Detail
		without assistance of the AAA, in accordance with the provisions set forth under the caption "What happens if a party wishes a Group Arbitration to be conducted without an administrator?"
<b>Who bears arbitration costs in Group Arbitrations?</b>	Usually, arbitration costs will be shared 50/50 by us and the Qualified Group.	In a Group Arbitration, fees and charges of the arbitration administrator (if any) and Neutral will normally be shared 50/50 by us and the Qualified Group. However, we will bear some or all of the Qualifying Group's share of such fees and charges to the extent: (1) required by law; (2) required to enforce this Arbitration Agreement; and/or (3) awarded by the Neutral in the Neutral's discretion.
<b>What happens if you are a Claimant in a Qualifying Group but have a Claim that cannot be resolved in a Group Arbitration?</b>	The Claim can be resolved in a lawsuit or an arbitration under this Arbitration Agreement.	After a Group Arbitration, any Claim that cannot be resolved in the Group Arbitration will be subject to this Arbitration Agreement. Before initiating a lawsuit or arbitration with respect to such Claim, the Claimant must give the Respondent a new Claim Notice and right to resolve such Claim, as described under the caption "What must a party do before starting a lawsuit or arbitration?"

Question	Short Answer	Further Detail
<p><b>What happens if a party wishes a Group Arbitration to be conducted without an administrator?</b></p>	<p>Special rules will apply.</p>	<p>If either we or a Qualifying Group give timely notice of a desire for the Group Arbitration to be conducted without AAA, we and the Qualifying Group shall try to agree upon a Neutral to conduct the Group Arbitration. If we and the Qualifying Group do not reach agreement upon a Neutral within 30 days after the date of the notice referenced above, we or a Group Majority may petition a court with jurisdiction for appointment of a Neutral. The court shall give due regard to the qualifications of the Neutral and the fees charged by the Neutral. Neutral fees exceeding the Neutral fees paid by the AAA in its consumer arbitrations are disfavored. A court-appointed Neutral must be a lawyer with at least ten years of experience or a retired federal or state judge unless we and the Qualifying Group otherwise agree.</p> <p>Once a Neutral has been selected and retained, such Neutral will commence and conduct the Group Arbitration in accordance with this Arbitration Agreement and, to the extent not inconsistent with this Arbitration Agreement: (a) Rules R-2, R-7 through R-9, R-14 and R-18 through R-54 of the AAA's Consumer Arbitration Rules, Amended and Effective September 1, 2014 (even if subsequently revised), available online at <a href="http://adr.org/consumer">adr.org/consumer</a> or available from us (the "Governing Rules"); and (b) such additional procedures as the Neutral shall adopt. However:</p> <p class="list-item-l1">(i) The AAA shall have no role in the arbitration and no filings with or notices to the AAA shall be required. Such filings will be made</p>

Question	Short Answer	Further Detail
		<p>with the Neutral or not at all, as the circumstances shall dictate.</p> <p>(ii) Subject to subsection (i), any reference to the AAA in the Governing Rules shall be deemed to refer instead to the Neutral or, if a function delegated to the AAA under the Governing Rules cannot reasonably be performed by the Neutral, whether by virtue of a conflict of interest or otherwise, by a court with jurisdiction. Any objection to the Neutral under R-19 shall be decided by a court with jurisdiction.</p> <p>(iii) No administrative fees under R-4 shall be payable.</p> <p>(iv) Despite R-29, an in-person or telephonic hearing shall be held upon agreement of the parties or for good cause shown.</p> <p>(v) Despite R-33, the Neutral may allow the filing of a dispositive motion without prejudging the likelihood of success.</p> <p>(vi) Despite R-40 and R-42, the Neutral may extend the applicable time limits in unusual and extreme circumstances.</p> <p>(vii) R-43(c) shall not apply.</p> <p><b>The Costs of Arbitration and fee sections of the Governing Rules shall not apply, provided that the Arbitrator Compensation terms shall be used as guidelines.</b></p>

## **19. Suspension or Termination**

We may, in our sole discretion, suspend or terminate these Terms and/or your Domain Account and your use of the Services at any time for any reason. Such suspension or termination does not relieve you of any of your obligations under these Terms, your Client Advisory Agreement or otherwise constitute a termination of your Client Advisory Agreement. Any ongoing obligations on you, and the provisions relating to: (i) Domain Money Content; (ii) Domain Money's remedies; (iii) indemnification; (v) limitation of liability; and (vii) any other provisions designed to survive, will survive any termination or expiration of the Terms for any reason.

## **20. Force Majeure**

The Domain Money Parties shall not be liable for any claims, costs, losses, damages, issues or delayed performance caused by circumstances beyond their reasonable control, including without limitation, acts of God, acts of government, flood, fire, pandemic, earthquakes, civil unrest, acts of terror, strikes or other labor problems, service provider failures or delays.

## **21. Assignment**

You may not transfer or assign any rights or obligations you have under these Terms without Domain Money's prior written consent. Domain Money reserves the right to transfer or assign these Terms or any right or obligation under these Terms at any time. Any assignment of the Client Advisory Agreement will be governed by the provisions relating to assignment in such agreement.

## **22. Severability**

If any provision of these Terms is held to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect (except as otherwise provided in the Arbitration provision). Our failure to insist on strict performance of these Terms will not operate as any waiver and no waiver by us of any right under these terms or be deemed to be a waiver of any other provision or that same provision at any other time.

## **23. No Waiver**

If Domain Money fails or delays in exercising any right, power or remedy or to take action against any breaches of these Terms, it does not mean that it waives its right at a later time to enforce the same.

## **24. E-Sign Disclosure and Consent**

These Sections 24 through 30 (the "**E-Sign Agreement**") describes how Domain Money and the Financial Services Providers deliver communications to you electronically.

**IMPORTANT: TO OPEN AND MAINTAIN A DOMAIN MONEY ACCOUNT ("ACCOUNT") YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT YOUR ACCOUNT**

AND ANY RELATED SERVICES THAT DOMAIN MONEY PROVIDE ELECTRONICALLY. YOU MUST HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATIONS BEFORE YOU ACCEPT THESE TERMS. THESE TERMS SET FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY UTILIZE THE SERVICES SET FORTH HEREIN. BY AGREEING TO THESE TERMS YOU CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AS SET FORTH HEREIN. DOMAIN MONEY RESERVE THE RIGHT TO PROVIDE INFORMATION ABOUT YOUR ACCOUNT AND THE SERVICE TO YOU BY NON-ELECTRONIC MEANS.

Please read this E-Sign Agreement carefully and retain a copy for your records. This E-Sign Agreement applies to all disclosures, agreements, statements, notices, communications, and other documents related to your Domain Money Account ("**Documents**").

This E-Sign Agreement will be effective until you tell us that you no longer want to receive Documents electronically by sending us notice in the manner described in Section 28 below. As used in this E-Sign Agreement, "you" and "your" mean the person providing this consent and "us" or "we" or "our" refers to Domain Money and their respective successors, affiliates or assignees.

## **25. Electronic Delivery of Documents**

By agreeing to this E-Sign Agreement, you consent and agree that:

- We can provide all Documents to you electronically including, but not limited to, all disclosures required by law and other information about your legal rights and duties.
- Your electronic signature on any Documents has the same effect as if you signed them in ink.
- Your computer or electronic device meets the specifications and requirements listed below, and that computer or device permits you to access and retain the Documents electronically.

You agree that we can send all Documents to you electronically (1) via email, or (2) by access to the Application or a link that we provide in an email notice that we send to you when the information is available, or (3) to the extent permissible by law, by access to a website that we designate in advance for such purpose. You agree that Documents provided electronically have the same meaning and effect as if we provided paper documents to you. When we send you an email or other electronic notification telling you that a Document is available electronically to you online, that act shall have the same meaning and effect as if we provided a paper Document to you, whether or not you choose to view it. You also confirm that you have the hardware and software described in Section 27, that you are able to receive and review electronic records, and that you have an active email account.

## **26. Email Address**

You must keep your email or electronic address current with us. You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you through Website and the Application, or by contacting us at [support@domainmoney.com](mailto:support@domainmoney.com). We may provide you with separate instructions to update your email address from time to time. You agree that if we send an email message to you regarding any electronic communication or send any electronic communication to the email address you have provided us and such email message is returned as undeliverable, we will be deemed to have nonetheless provided such electronic communication to you.

## **27. Hardware and Software You Will Need**

To use the Account and view the Documents, you will need:

- A Current Version (defined below) of an Internet browser we support or a Current Version of the Application;
- A connection to the Internet;
- An email account;
- A Current Version of a program that accurately reads and displays PDF files (which may be either a browser that supports native PDF rendering or a program such as Adobe Acrobat Reader); and
- A computer or electronic device and an operating system capable of supporting all of the above ("**Your Device**").

By "Current Version," we mean a version of the software we support and that is currently being supported by its publisher or the applicable platform (e.g., Apple's iOS). We support the Current Version and for a period of time (at least three months), the version immediately prior to the Current Version of Firefox, Google Chrome, Microsoft Edge, Safari, iOS and Android.

As permitted by and in accordance with applicable law, we reserve the right to discontinue support of a Current Version of software for any reason, including our opinion that it suffers from a security or other flaw that makes it unsuitable for use.

If you make unauthorized modifications to Your Device, such as by disabling hardware or software controls (for example, through a process sometimes referred to as "jailbreaking"), or use a virtual private network, Your Device may no longer be eligible to access or view the Documents and we reserve the right to deny or limit your access to the Application.

## **28. Withdrawing Your Electronic Acceptance of Documents**

You understand that you have the right to receive Documents in paper form. You can request paper copies and/or withdraw consent by contacting us at (760) 836-6246 or via email at: [support@domainmoney.com](mailto:support@domainmoney.com).

If you withdraw your consent, we will close your Account.

Any withdrawal of your consent to receive electronic Documents will be effective only after we have a reasonable period of time to process your request. You also agree that any withdrawal of your consent to this Agreement, your request for paper copies, or our delivery of any paper copies will not imply that the previous electronic delivery or signature of documents pursuant to this Agreement did not constitute good and effective delivery, as applicable, or otherwise revoke your consent to any agreement or any term thereof.

## **29. Consent to Text Messages**

By entering into this Agreement or using the Services, you agree to receive text messages from Domain Money at the telephone number that you provide to us. You agree that text messages may be generated by automatic telephone dialing systems. Domain Money may send text messages regarding various matters, which may include, but are not limited to: operational

communications concerning your Domain Money Account or use of the Services, and updates concerning new and existing features of the Services, Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. Opt out instructions and other details regarding text message communications shall be included in the text message and/or Domain Money's SMS policy, which is subject to change from time to time in Domain Money's sole discretion and as required by applicable law.

### **30. Consent and Agreement**

By agreeing to this E-Sign Agreement, you acknowledge and agree: (1) you have software and equipment that satisfies the requirements in Section 27 above; and (2) to receive information electronically from Domain Money, including any agreements you are presented with and any subsequent amendments to them; and (3) you have obtained, read and understand this Agreement and agree to be bound by all the terms and conditions contained herein.