

# Subscriber Agreement

Effective as of date: April 27, 2023

These Terms of Service (“**Terms**”) of this Subscriber Agreement are a legal agreement between you, Domain Money, Inc. and Domain Money Advisors, LLC. (“**Investment Advisor**”). Domain Money, Inc. is the parent of Investment Advisor that owns and assists Investment Advisor in the operation of the Domain Money website (“**Website**”) and mobile application (“**Application**”). These Terms govern your use of the Website and Application, your use of the individual Domain Money Account (defined below), your use of the advisor services provided by Investment Advisor (“**Advisory Services**”) (except to the extent otherwise covered in your Client Advisory Agreement (defined 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, collective, 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 abide by all of the terms and conditions contained here. **Please note that these Terms require all disputes to be resolved by way of binding arbitration. Please see Section 15 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

If you sign up for the Services, Domain Money will automatically charge you a fixed monthly fee of \$59 at the conclusion of any free trial period offered (the “**Membership Fee**”). You will be required to provide a credit card for purposes of paying the Membership Fee and (together, “Payment Source”). You represent and warrant to Domain Money that such information is true and that you are authorized to use the designated Payment Source. You will promptly update your account information with any changes that may occur. You agree to pay Domain Money the Membership Fee specified in accordance with the Terms.

The initial Membership Fee is charged on the first day you activate your Domain Money account on the Website or via the Application or the first day after the conclusion of any free trial period, unless other terms apply and have been agreed in writing, and then on the same day each month thereafter, but no later than the 28th of each month. For example, if you join on March 30th, the Membership Fee will be due on the 28th of each following month until canceled. Domain Money will not charge interest on the Membership Fee, but may suspend your service if the Membership Fee is not collected within 60 days. You hereby authorize Domain Money via its processing partner Stripe to directly debit the Membership Fee from your designated Payment Source monthly in advance in accordance with the Terms until you terminate your membership, and you further agree to pay any charges so incurred. If you dispute any charges you must let Domain Money know within sixty (60) days after the date that Domain Money charges you. If you cancel your membership during a calendar month 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 Membership Fee at our sole discretion. If Domain Money does change the Membership Fee, Domain Money will provide notice of the change on the Website or in email to you, at Domain Money's option, at least 30 days before the change is to take effect. Your continued use of the Services after any such Membership Fee change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with the Service other than U.S. taxes based on Domain Money's net income.

## **2. Privacy Policy**

Please refer to the [Domain Money 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. The Domain Money Privacy Policy is located [here](https://domainmoney.com/assets/library/privacy-policy): <https://domainmoney.com/assets/library/privacy-policy>.

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 the Financial Services Providers (defined below) as necessary for purposes of providing the Services set forth herein, facilitating any products or services you request from the Financial Services Providers, 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 Identifying 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. Registering for a Domain Money Account**

Through the Website and Application, Domain Money offers functionality which enables you to access a host of services, including financial planning, access to financial accounts, and additional services provided by third parties (“Third Party Services”) that may be made available to you. All financial accounts are provided to you by the Financial Services Providers in order to (i) deposit, hold, and withdraw fiat currency (*i.e.*, U.S. dollars); (ii) buy, sell and trade certain securities (including exchange traded funds, or “ETFs”); and (iii) receive Financial Planning and Advisory Services (such account, the “**Domain Money Account**”). You must open a Domain Money Account through the Website or Application.

When you request to open a Domain Money Account and any necessary accounts with the Financial Services Providers, we will request certain personal information, which may include, but is not limited to, your name, physical address, telephone number, email address, date of birth, social security number, taxpayer identification number, a government identification, and financial information (collectively, “**Identifying Information**”). You authorize Domain Money, the Financial Services Providers (defined below), and their designated service providers to use the Identifying Information in connection with Services (including Advisory Services), including to verify your identity, protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When Domain Money, the Financial Services Providers, or their designated service providers carry out these inquiries, you acknowledge and agree that we may disclose your Identifying Information and any other Personal Information to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to inquiries in full. This is an identity check only and should have no adverse effect on your credit rating. You may also be required to provide additional information to the Financial Services Providers in connection with your use of the Services.

You agree to provide accurate and complete information in response to verification questions, and you must keep all of your Identifying Information current. You are fully responsible for ensuring that your Identifying Information is updated at all times. All recommendations by Domain Money Advisors are made with the good faith understanding that you have provided accurate information as it pertains to your financial situation. Any recommendations and other actions will be initiated and recommended based on the information you have provided, and Domain Money is not liable for any actions recommended based on false information.

You are solely responsible for safeguarding your Domain Money Account and for all activity that occurs under your Domain Money Account, including for any actions taken by persons to whom you have granted access to your Domain Money Account. 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 the theft or unauthorized use of your Domain Money Account. We reserve the right to change, suspend, or terminate your Domain Money Account if you provide inaccurate, untrue, or incomplete information or fail to comply with the registration requirements. Any actual or suspected unauthorized access or unauthorized activity related to your Domain Money Account will be treated by us as potentially fraudulent. You agree to notify us immediately if you become aware of any potentially fraudulent activity in connection with the Services. You agree to promptly report any potentially fraudulent activity to the relevant legal authorities if required by applicable law, and agree to provide us a copy of any report prepared by such legal authorities.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Domain Money or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy for how to see how we treat your data. Separately, Domain Money may obtain information about your mobile phone activity from third parties and use this information for its other everyday business purposes. For more information, see our Privacy Policy for how we treat your data. Notice for Consumers.

## **5. Domain Money Account Functionality**

Through your Domain Money Account, you have the ability to: (i) access the Advisory Services of the Investment Advisor; (ii) deposit, hold, and withdraw fiat currency (*i.e.*, U.S. dollars); (iii) purchase, hold, sell, and trade certain securities; (iv) access Third Party Services; and (v) access such other services or functionality as we or the Financial Services Providers may provide now and in the future. Each of these

functionalities is described in further detail below. For the avoidance of doubt, Domain Money is not a regulated financial institution. Investment Advisor 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 regulated financial institutions or other financial services providers (each, a "**Financial Services Provider**") to provide certain financial products and services, including all regulated aspects of the Services. Your use of certain financial products and services through the Services are subject to additional terms and conditions established by and between you and the specific Financial Services Provider. Domain Money does not determine your eligibility for financial products and services offered through the Services by the Financial Services Providers, 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 Domain Money Account. The Financial Services Providers in connection with the provision of the Services under this Agreement may change at any time and you may be required to enter into additional terms and conditions with such Financial Services Providers in order to continue accessing the Services or aspects thereof.

Financial Service Providers will provide periodic account statements (generally monthly) which will be available through the Website and/or Application or otherwise provided electronically pursuant to Section 21 of these Terms. . You are advised to review your account statements promptly to confirm the accuracy of the information contained therein. Should discrepancies or errors be found, you should contact Domain Money as described herein or the applicable Financial Service Provider in the manner set forth in the statement.

## **6. Cash Account**

WebBank, a Utah-chartered industrial bank ("**WebBank**"), provides consumer deposit accounts through the Website and Application. You may deposit U.S. dollars in your WebBank deposit account. Such amounts will be displayed within your Domain Money Account and may be used to purchase securities from Apex (pursuant to Section 4.c below). The fiat amounts that you deposit to and/or hold in your WebBank deposit account for these purposes are referred to as the "**USD Account**."

To deposit U.S. dollars to your USD Account, you must link at least one deposit account that you hold at a U.S. depository institution to your Domain Money Account. WebBank will only accept deposits from valid bank accounts located in the United States. To link a deposit account, you will need to provide Domain Money or its service providers with the routing number and account number for your deposit account, and such details will be stored within your Domain Money Account.

Once you have linked a deposit account to your Domain Money Account, you can provide instructions to Domain Money through the Website or Application, and Domain Money will pass such instructions to WebBank, so that WebBank can initiate an automated clearing house ("**ACH**") transaction to debit the relevant amount of U.S. dollars from your third-party deposit account and have such amount deposited to your WebBank deposit account. If you execute a transaction for the purchase of securities, a hold may be placed on funds in your WebBank deposit account with respect to such purchase until the Settlement Date. The amount of any such hold may exceed the expected purchase price based on Domain Money's assessment of potential fluctuations of the price of such securities. If you sell a security, the proceeds of the sale will be deposited into your USD Account. You will be able to withdraw these funds only after the Settlement Date. You may withdraw U.S. dollar amounts from your USD Account by instructing Domain Money to instruct WebBank to initiate a transaction to send such amounts back to your linked deposit account. Your ability to withdraw amounts from your USD Account may be limited in the discretion of WebBank or Domain Money (e.g., you may not be able to withdraw U.S. dollar amounts until all scheduled trades have settled or for other reasons).

You agree and understand that ACH deposit settlement times are subject to bank holidays, the internal processes and jurisdiction of your external bank, and the internal processes of WebBank. You further agree and understand that in certain situations, ACH deposit settlement times may be delayed in connection with disruptions to service providers. If your ACH deposit is returned to your bank, Domain

Money and WebBank reserve the right to avail themselves of the remedies set forth in these Terms and/or any other remedies available in law or equity to recover any amount owed.

**Your use of the USD Account is subject to the terms and conditions between you and WebBank in connection with your WebBank deposit account (the “[WebBank Deposit Account Terms and Conditions](#)”) available at [WebBank agreement](#). In the event of any conflict between these Terms and the WebBank Deposit Account Terms, the WebBank Deposit Account Terms govern with respect to the USD Account. You will be able to access and view your USD Account through your Domain Money Account; however, all services related to the USD Account, including all movement of U.S. Dollar amounts, are provided to you by WebBank. You must agree to the WebBank Deposit Account Terms and Conditions prior to accessing or using the USD Account functionality.**

## **7. Securities Account**

Once you have funded your USD Account in accordance with Section 4.a above and the WebBank Deposit Account Terms and Conditions, you (through the Investment Advisor) can buy and sell securities to be held in a Account that can be accessed and viewed through your Domain Money Account (the “**Securities Account**”). Domain Money has partnered with Apex Clearing Corporation (“**Apex**”) for purposes of the Securities Account. You (or the Investment Advisor on your behalf) will provide instructions related to the Securities Account and transactions to be conducted through the Website or Application, and Domain Money will pass those instructions to Apex. **Your use of the Securities Account is subject to the Apex Customer Account Agreement and Advisor Authorization available at [Apex agreement](#). You will be able to access and view your Securities Account through your Domain Money Account; however, all services related to the Securities Account, including all transactions, are provided to you by Apex. You must agree to the Apex Customer Account Agreement and Advisor Authorization prior to accessing or using the Securities Account.**

Any amounts owed or liabilities incurred by Apex or Investment Advisor to you may be satisfied solely from the assets of Apex or Investment Advisor. 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 Apex or Investment Advisor 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.

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

A description, and terms and conditions applicable to your use, of the Advisory Services are set forth in the “**Client Financial Planning Agreement**”, the “**Client Advisory Agreement**” and 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 Financial Planning Agreement in order for Domain Money to provide Financial Planning Services to you and the Client Advisory Agreement in order for Domain Money to provide Investment Advisor Services to you. A copy of each of these agreements is also included at the end of these Terms. 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 Risks.** Investments in and trading of securities involve risk. See the Investment Advisor Brochure Item 8 “Certain Risk Factors” for an important discussion of risks. See also Section 9 of Investment Advisor Brochure. No representation or assurance is made that the Advisory Services will be successful, that investments will not result in a loss, including a substantial loss. Past performance is not indicative of future results.

**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.

## **9. 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, Picnic Tax Inc. ("Picnic"), that connects you with a certified public accountant ("CPA"). The CPA 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 Picnic and the CPAs using the Website or Application as your means of submission. All customer tax returns will be filed by a CPA 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, neither Domain Money nor the Investment Advisor 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 Picnic or the CPA. All questions specific to the Tax Services will be directed to Picnic or a CPA. 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 Picnic to provide the Tax Services, Picnic 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 Picnic, 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.

## **10. Third Party Non-Financial Services**

You may elect to use third-party, non-financial services (“Non-Financial Services”) made available through Domain Money. You may be required to execute additional terms and conditions for the purpose of accessing the Non-Financial Services and any additional terms are incorporated into these Terms by reference. The Non-Financial Services will be provided by third party vendors (“Non-Financial Service Providers”) selected solely at the discretion of Domain Money. Each of these Non-Financial Services may include additional terms and conditions, however, there are no additional fees for these services. Below are Non-Financial Services, other than Tax Filing discussed in Section 5.d. above, that Domain Money anticipates offering:

1. Bill cancellation or negotiation;
2. Bill payment as a service; or
3. Similar third party services that may be added in the future.

Domain Money reserves the right to change, suspend or terminate any of the Non-Financial Services at any time in its sole discretion and without notice. Domain Money will, however, use reasonable efforts to provide advance notice prior to a termination of Non-Financial Services. To the extent that Domain Money determines to terminate a Non-Financial Service, Domain Money will use reasonable efforts to complete any services that a Customer initiated and are in progress prior to the stated termination date.

For the avoidance of doubt, neither Domain Money nor the Investment Advisor directly provide the Non-Financial Services. As such, we do not provide any financial, legal or accounting advice with respect to the Non-Financial Services. Domain Money customer service representatives will be reasonably available to assist you with communicating with the third party vendors providing the Non-Financial Services. All questions specific to the Non-Financial Services will be directed to the particular third party vendor providing the service. 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 Non-Financial Services.

## **11. Apple iOS Operating System**

If you are using an 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 Inc. (“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 599 Broadway, 10th Floor, New York, NY 10012, by email to 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.

## **12. Securities Market Data**

We may provide or make available to you certain content, information, or data that may include information or data relating to securities and the securities markets, including last sale transaction data, bid and ask quotations, fundamental information, and other security information or data (collectively, "Market Data"). We obtain this Market Data from third party sources, including certain self-regulatory organizations, including Nasdaq and the New York Stock Exchange, as well as a Market Data distributor, Xignite, Inc. (collectively, "**Disseminating Parties**"). A Disseminating Party may require that you enter specific [terms and conditions](#) with it or that you receive certain disclosures as part of receiving the Market Data.

In connection with your receipt of Market Data, you understand that: (i) neither Domain Money nor a Disseminating Party guarantee the timeliness, sequence, accuracy, completeness, reliability, or content of Market Data or of other market information or messages disseminated to you; (ii) neither Domain Money nor any Disseminating Party warrants that the service provided by any such entity will be uninterrupted or error-free; (iii) [VENDOR] provides Market Data to Domain Money customers; (iv) real-time quotations are not sourced from all markets; (v) you shall not furnish Market Data to any other person or entity and shall use Market Data only for your individual use; and (vi) at any time, any Disseminating Party may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and/or may change transmission speeds or other signal characteristics and such Disseminating Parties shall not be liable for any resulting liability, loss or damages that may arise therefrom.

NEITHER DOMAIN MONEY, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, NOR ANY DISSEMINATING PARTY SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF, (I) ANY MARKET DATA, INFORMATION OR MESSAGE, OR (II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE; OR (B) ANY LOSS OR DAMAGE ARISING FROM OR OCCASIONED BY (I) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (II) NON-PERFORMANCE OR (III) INTERRUPTION IN ANY SUCH MARKET DATA, INFORMATION, OR MESSAGE, WHETHER DUE TO ANY ACT OR OMISSION BY DOMAIN MONEY, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, OR ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION) OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF DOMAIN MONEY, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS AND EMPLOYEES, OR ANY DISSEMINATING PARTY.

### **13. 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. If you close your Domain Money Account, you may be required to close your accounts with certain Financial Services Providers and withdraw any remaining balances from your accounts with the Financial Services Providers prior to such closure. You will remain liable for all obligations arising prior to your request to close your Domain Money Account in accordance with these Terms, the WebBank Deposit Account Terms and Conditions, the Gemini User Agreement and the Apex Customer Account Agreement.

### **14. 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. You agree that Domain Money and the Financial Services Providers 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. You also acknowledge and agree that a Financial Services Partner may suspend or discontinue your access to any portion of the Services provided to you by such Financial Services Partner and in accordance with the terms and conditions you have entered into with such Financial Services Partner.

### **15. Customer Service**



You may contact Domain Money at (760) 836-6246 or [support@domainmoney.com](mailto:support@domainmoney.com) for any inquiries, feedback or concerns about your Domain Money Account, USD Account, Third Party Services, or Securities Account. 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, and the relevant transaction related to your inquiry. To the extent necessary, Domain Money will direct your inquiry or feedback to the relevant Financial Services Provider. Domain Money will use a variety of methods to communicate with you, including in-app chat, SMS text, email and video conference.

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.

## **16. 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-sublicenseable, 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.

## **17. 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.

### **18. 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, the Financial Services Providers, 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.

### **19. Indemnification**

You agree to indemnify, defend, and hold us, the Non-Financial Service Providers, the Financial Services Providers, 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.

### **20. 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.

## **21. 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.

## **22. Arbitration**

THE PARTIES AGREE THAT ALL CLAIMS WILL BE RESOLVED BY BINDING ARBITRATION IN THE MANNER SPECIFIED IN THIS SECTION 15 AND THAT THE PARTIES WAIVE ANY RIGHT TO BRING SUCH CLAIMS BEFORE ANY COURT OF LAW.

THE PARTIES FURTHER AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

With the exception of disputes that qualify for small claims court, you agree that if there is any dispute between you, on the one hand, and us, the Financial Services Providers, and our respective agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates, on the other hand, (collectively for purposes of this Section, "**Domain Money Parties**") arising from or relating to these Terms and their interpretation or the breach, termination or validity thereof, the relationships which result from these Terms, including disputes about the validity, scope or enforceability of this agreement to arbitration (collectively, "**Covered Disputes**"), both Parties shall first attempt in good faith to settle any Covered Dispute by providing written notice to the other party describing the facts and circumstances of the Covered Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Covered Dispute. Both Parties agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other Party.

We will provide such notice by mail or email using the contact information on file with us and you must provide such notice by mail to [support@domainmoney.com](mailto:support@domainmoney.com).

If any Covered Dispute cannot be resolved by the above dispute resolution procedure, such Covered Dispute will be settled by binding arbitration in the U.S. State of New York administered by the American Arbitration Association (AAA) in accordance with its International Arbitration Rules in effect on the date thereof.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If, however, you are able to demonstrate that the costs of arbitration will be cost-prohibitive for you as compared to the costs of litigation, we will pay as much of the filing, administration and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive for you. If the arbitrator determines the claim(s) you assert in the arbitration are frivolous, you agree to reimburse us for all fees associated with the arbitration that we paid on your behalf, which you otherwise would be obligated to pay under the AAA's rules.

A single arbitrator will be selected in accordance with the AAA Commercial Arbitration Rules. The arbitration shall be conducted in the English language. The arbitrator will have the power to grant

whatever relief would be available in court under law or in equity and any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. The arbitrator will not, however, have the power to award punitive or exemplary damages, the right to which each party hereby waives. The arbitrator will apply applicable law and the provisions of these Terms and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review. The arbitrator's decision must be with written explanation and remain confidential.

The Parties agree that any Covered Dispute will be submitted to arbitration on an individual basis only. Neither we nor you are entitled to arbitrate any Covered Dispute as a class or representative action and the arbitrator will have no authority to proceed on a class or representative basis.

If any provision of the agreement to arbitrate in this Section is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration). Regardless of any statute or law to the contrary, notice on any claim arising from or related to these Terms must be made within one (1) year after such claim arose or be forever barred. For purposes of this Section, these Terms and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA).

By agreeing to these Terms, you explicitly agree that any claims or actions that you may otherwise have against us under the laws of any jurisdiction outside the United States are hereby waived, including without limitation, any claims or actions under the laws of your own country, and that your sole location and applicable law for any dispute is in the United States according to the terms of this Section.

### **23. 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 any agreement you have entered into with a Financial Services Provider, or otherwise constitute a termination of your Client Advisory Agreement or any agreement you have entered into with a Financial Services Provider. 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..

### **24. 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.

### **25. 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 or any agreement you have entered into with a Financial Services Provider will be governed by the provisions relating to assignment in such agreement.

### **26. 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.

### **27. 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.

### **28. Tax**

You will be able to see a record of the transactions related to your accounts which you may wish to use for the purposes of making any required tax filings or payments. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority.

We will make any tax withholdings or filings that we are required by law to make, but we are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction. You are responsible for complying with all applicable law, whether federal, state, local, or non-U.S. You agree that Domain Money and the Financial Services Providers are not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your accounts.

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

This Section 22 (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 AND ACCOUNTS WITH THE FINANCIAL SERVICES PROVIDERS ("**ACCOUNTS**") YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT YOUR ACCOUNTS AND ANY RELATED SERVICES THAT DOMAIN MONEY AND THE FINANCIAL SERVICES PROVIDERS 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 AND THE FINANCIAL SERVICES PROVIDERS RESERVE THE RIGHT TO PROVIDE INFORMATION ABOUT YOUR ACCOUNTS 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 and your accounts with the Financial Services Providers ("**Documents**"), with Domain Money and the Financial Services Providers.

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 22(d) 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, the Financial Services Providers, and their respective successors, affiliates or assignees.

### **30. 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 22(c), that you are able to receive and review electronic records, and that you have an active email account.

### **31. 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.

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

To use the Accounts 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;
- 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.

### **33. 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).

Any withdrawal of your consent to receive electronic Documents will be effective only after we have a reasonable period of time to process your withdrawal. 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.

If you withdraw your consent we may close your Accounts and return the funds to you in a manner we deem acceptable.

### **34. 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.

If you wish to opt out of promotional texts, you may text "STOP" to 760-836-6246 from the mobile device receiving the text messages. You acknowledge that you are not required to consent to receive promotional texts as a condition of using the Services. If you wish to opt out of all texts from Domain Money (including operational or transactional texts), you can text the word "STOPALL" to 760-836-6246 from the mobile device receiving the messages, however you acknowledge that opting out of receiving all texts may impact your use of the Services.

### **35. 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 21(d) above; and (2) to receive information electronically from Domain Money and the Financial Services Providers, 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.