

AnchorZero

Terms of Use

Effective date: September 15, 2023

Welcome to AnchorZero. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at:

Email: contact@anchorzero.com

Address: 221 River Street, 9th Floor, Hoboken, NJ 07030

These Terms of Use (the “Terms”) are a binding contract between you and **ANCHORZERO, INC.** (“AnchorZero,” “we”, “us” and “our”). Your use of the Services in any way means that you (on behalf of yourself or the entity that you represent) agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document as well as those in the [Privacy Policy](#). **Your use of or participation in certain Services may also be subject to additional policies, rules and/or conditions (“Additional Terms”), which are incorporated herein by reference, and you understand and agree that by using or participating in any such Services, you agree to also comply with these Additional Terms.**

US Clients Only. This website and the Services are intended to be made available to individuals in the United States, and the information on the website is only for such persons. Nothing on this website shall be considered a solicitation to sell the Services to any person in any jurisdiction where such offer or solicitation would be unlawful under the laws of such jurisdiction. You may not use the Services and may not accept the Terms if (a) you are not of legal age (either under the laws of the New Jersey or the laws of the jurisdiction of which you are a resident or from which you use the Website) to form a binding contract with us, or (b) you are a person barred from using the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

Please read these Terms carefully, as they cover important information about Services provided to you . **These Terms include information about [future changes to these Terms](#), [limitations of liability](#), [a class action waiver and resolution of disputes by arbitration instead of in court](#).** PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE [ARBITRATION AGREEMENT SECTION BELOW](#), YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with our Services. We reserve the right to change the Terms at any time, but if we do, we will place a notice on our site located at anchorzero.com, send you an email, or notify you by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

AnchorZero takes the privacy of its users very seriously. For the current AnchorZero Privacy Policy, please click [here](#).

What are the basics of using AnchorZero?

At a high level, AnchorZero helps to facilitate access to software for financial and investment management, namely software for an individual user to self-direct investment of retirement assets, and facilitate access to software for businesses for equity and valuation management, accounting, trust administration, and tax reporting. More specifically, AnchorZero works with individuals, such as you (whether AnchorZero is engaged directly by the individual or by an associated company) to coordinate and facilitate the establishment and/or connection of relevant individual accounts with AnchorZero's service providers and/or business partners (e.g., identity management, banks, other financial institutional partners and providers, among others) and the exchange of information by and between the individual and such service providers and business partners, among other services, functions and activities. For instance, AnchorZero may request, collect, receive, use and share various information (including personal information) in connection with establishing such accounts, providing such services, to otherwise facilitate such exchanges, and for such other purposes referenced herein and/or in AnchorZero's [Privacy Policy](#).

Without limiting the foregoing, you may be required to sign up for an account, select a password and user name ("AnchorZero User ID"), and provide us with certain information or data, such as your contact information. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your AnchorZero User ID a name that you do not have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and have gotten your parent or guardian to agree to these Terms on your behalf).

If AnchorZero was engaged by your employer (or another company with whom you are associated) to provide the Services to you, you acknowledge and agree to be bound by and subject to these Terms. If you are accessing this site or using the Services as an authorized representative of your employer, you represent and warrant that you are authorized to acknowledge and agree to be bound by and subject to these Terms on that employer's, organization's or entity's behalf (in which case, the references to "you" and "your" in these Terms that apply to such employer, organization or entity, except for in this sentence, refer to that organization or entity).

You will only use the Services for your own internal, personal use, and not on behalf of or for the benefit of any third party. You will comply with all laws that apply to you, your use of the Services, and your actions and omissions that relate to the Services. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We cannot and will not be responsible for your using the Services in a way that breaks the law.

You will not share your AnchorZero User ID, account or password with anyone, and you must protect the security of your AnchorZero User ID, account, password and any other access tools or credentials. You are responsible for any activity associated with your AnchorZero User ID and account.

Connecting Service Providers and Business Partners

Where the Services involve connecting the individual with AnchorZero's service providers and business partners, AnchorZero cannot and will not be responsible for making sure that the services of such third-party service providers and business partners are actually provided or are up to a certain standard of quality. AnchorZero similarly cannot and will not be responsible for ensuring that information (including credentials) regarding any such service providers or business partners is accurate or up-to-date. We do not control your actions nor those of any such service providers or business partners, and they are not our employees.

Such service providers or business partners are not employees, partners, representatives, agents, joint venturers, independent contractors or franchisees of AnchorZero. AnchorZero does not offer such services itself and does not employ individuals to perform such services. You hereby acknowledge that AnchorZero does not supervise, direct, control or monitor such service providers or business partners and expressly disclaims any responsibility and liability for their services, including but not limited to any warranty or condition of good and workmanlike services, warranty or condition of quality or fitness for a particular purpose, or compliance with any law, regulation, or code.

What about messaging?

The communications between you and AnchorZero use electronic means, whether you use the website or send us emails, or whether AnchorZero posts notices on the website or communicates with you via email. For contractual purposes, by agreeing to these Terms and using the Services, you (a) consent to conducting business electronically; (b) consent to receiving communications from AnchorZero in an electronic form; and (c) agree that all terms and conditions, agreements,

notices, disclosures, and other communications that AnchorZero provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

Are there restrictions in how I can use the Services?

You represent, warrant, and agree that you will not provide or contribute anything, including any Content (defined below), to the Services, or otherwise use or interact with the Services, in a manner that:

- (a) infringes or violates the intellectual property rights or any other rights of anyone else (including AnchorZero);
- (b) violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by AnchorZero;
- (c) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) jeopardizes the security of your AnchorZero User ID, account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (h) "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (i) copies or stores any significant portion of the Content; or
- (j) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

What are my rights in the Services?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without

the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including AnchorZero's) rights.

Subject to these Terms, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services is expressly prohibited without prior written permission from us. You understand that AnchorZero owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content, but please remember that even where these functionalities exist, all the restrictions in this section still apply.

Finally, you understand and agree that AnchorZero, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

Who is responsible for what I see and do on the Services?

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

The Services may contain links or connections to third-party websites or services that are not owned or controlled by AnchorZero. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that AnchorZero is not responsible for such risks.

AnchorZero has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, AnchorZero will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

If there is a dispute between participants on this site or Services, or between users and any third party, you agree that AnchorZero is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release AnchorZero, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. You shall and hereby do waive California Civil Code Section 1542 or any similar law of any jurisdiction, which says in substance: "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.”

Will AnchorZero ever change the Services?

We’re always trying to improve our Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

What if I want to stop using the Services?

You’re free to do that at any time through your AnchorZero account or by contacting us at contact@anchorzero.com; please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

AnchorZero is also free to terminate (or suspend access to) your use of the Services or your account for any reason in our discretion, including your breach of these Terms. AnchorZero has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

What else do I need to know?

Warranty Disclaimer. AnchorZero and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (AnchorZero and all such parties together, the “AnchorZero Parties”) make no representations or warranties concerning the Services, including without limitation regarding any Content contained in or accessed through the Services, and the AnchorZero Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in, the Services. The AnchorZero Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with the Services. THE SERVICES AND CONTENT ARE PROVIDED BY ANCHORZERO (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE ANCHORZERO PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) ONE-HUNDRED (\$100) DOLLARS OR (II) THE AMOUNTS PAID AND/OR PAYABLE BY YOU TO ANCHORZERO IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. You agree to indemnify and hold the AnchorZero Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms.

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without AnchorZero's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law. These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of Delaware, without regard to the conflicts of laws provisions thereof.

Arbitration Agreement. Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate certain disputes and claims with AnchorZero and limits the manner in which you can seek relief from AnchorZero. Both you and AnchorZero acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, AnchorZero's officers, directors, employees and independent contractors ("Personnel") are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

(a) Arbitration Rules; Applicability of Arbitration Agreement. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the

subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in New York City, New York. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “Rules”) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(b) *Costs of Arbitration.* The Rules will govern payment of all arbitration fees. AnchorZero will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. AnchorZero will not seek its attorneys’ fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) *Small Claims Court; Infringement.* Either you or AnchorZero may assert claims, if they qualify, in small claims court in New York City, New York or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(d) *Waiver of Jury Trial.* YOU AND ANCHORZERO WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and AnchorZero are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and AnchorZero over whether to vacate or enforce an arbitration award, YOU AND ANCHORZERO WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

(e) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor AnchorZero is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) *Opt-out.* You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address: 221 River Street, 9th Floor, Hoboken, NJ 07030 postmarked within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms’ arbitration agreement.

(g) *Exclusive Venue*. If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or AnchorZero to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and AnchorZero agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, New York City, New York, or the federal district in which that county falls.

(h) *Severability*. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with AnchorZero.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the AnchorZero may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and AnchorZero agree that these Terms are the complete and exclusive statement of the mutual understanding between you and AnchorZero, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of AnchorZero, and you do not have any authority of any kind to bind AnchorZero in any respect whatsoever.

Except as expressly set forth in the section above regarding the arbitration agreement, you and AnchorZero agree there are no third-party beneficiaries intended under these Terms.