



## TERMS OF USE & PRIVACY POLICY

PLEASE READ THESE TERMS AND CONDITIONS OF SERVICE & PRIVACY POLICY (THIS “AGREEMENT”) CAREFULLY BEFORE USING ANY SERVICES (AS DEFINED BELOW) OFFERED BY RSE MARKETS, INC. (“Rally Rd.”, “WE” OR “US” OR “OUR”) INCLUDING ANY OF OUR WEBSITES AND MOBILE APPLICATIONS (collectively, the “Services”). By accessing and using any of the Services, you are hereby agreeing to be legally bound by the terms and conditions of this Agreement. Use of and access to the Services is subject to the terms of this Agreement and all applicable laws and regulations. Please read this Agreement carefully. By accessing, viewing or otherwise using this website or mobile application you, on behalf of yourself and all of your authorized representatives (collectively, the “User” or “you”) agree to the terms and conditions of this Agreement. User and *Rally Rd.* are individually hereinafter referred to as a “Party” and collectively as the “Parties”.

1. **Update to Terms of Use.** From time to time, *Rally Rd.* may without advance notice: (a) supplement or make changes to this Agreement and other rules or access and use procedures, documentation, security procedures and standards for equipment related to the Services, (b) change the type and location of *Rally Rd.*'s system equipment, facilities or software, or (c) modify or withdraw any Service or any *Rally Rd.* database, material, service or system. Any updates to this Agreement shall be posted within the Service. User acknowledges its responsibility to review the Agreement’s terms and conditions from time to time and to be aware of any such changes. *Rally Rd.* reserves the right to terminate access to the Service or take other actions it reasonably believes necessary to comply with the law or to protect its rights or those of its Users. Any access or attempt to access or use a Service for any unauthorized or illegal purpose is strictly prohibited.
2. **Services.**
  - (a) The *Rally Rd.* Services may include or make available certain content (the “Content”). Content includes, without limitation: (1) account positions, balances, transactions, confirmations, and order history; (2) general news and information, commentary, research reports, educational material and information and data concerning the financial markets, securities and other subjects; (3) market data such as quotations for securities transactions and/or last sale information for completed securities transactions reported in accordance with federal securities regulations; (4) financial and investment interactive tools, such as alerts or calculators; (5) tax preparation, bill payment and account management tools; (6) company names, logos, product and service names, trade names, trademarks and services marks (collectively, “Marks”) owned by *Rally Rd.*, and Marks owned by third party providers (defined below); and (7) any other

information, content, services, or software. Certain Content is furnished by third parties (each, a “Service Provider” and collectively, the “Service Providers”). Such Content includes, without limitation, any information, content, service or software made available by or through social media websites, blogs, wikis, online conferences, telecasts, podcasts, and other forums (collectively, the “Forums”). Third party content may be available through framed areas or through hyperlinks to the Service Providers’ websites.

- (b) *Rally Rd.* provides a software platform. The *Rally Rd.* platform gives user the ability to view alternative asset investment opportunities and invest in these opportunities. *Rally Rd.* engages the support of Service Providers to provide our services including but not limited to payment processing and brokerage activities as described in more detail below. *Rally Rd.* does not hold or transmit funds. *Rally Rd.* provides the software platform that allows you to send fund transfer instructions to our Services Providers. Any funds recorded as *Rally Rd.* balance in your account are held by our Service Provider partners. THE FUNDS HELD IN AN ACCOUNT WITH OUR SERVICE PROVIDERS ARE NOT ELIGIBLE FOR FDIC INSURANCE, OR INDIVIDUAL INSURANCE AND MAY NOT BE ELIGIBLE FOR SHARE INSURANCE OFFERED BY THE NATIONAL CREDIT UNION SHARE INSURANCE FUND. IN THE EVENT OF A FINANCIAL INSTITUTION PARTNER RECEIVERSHIP, YOU MAY LOSE VALUE.
- (c) Subject to the terms of this Agreement, *Rally Rd.* grants User a limited, terminable, non-sublicensable, non-transferable, non-exclusive right to access and use the Services on a personal computer or mobile device that User owns or controls in accordance with the terms of this Agreement and as permitted by the applicable terms of service of the mobile app store from where User downloaded any mobile application necessary to access the Services and the specific usage rules set forth therein. *Rally Rd.* shall have no obligation to support User’s use of the Services in the event that: (i) User modifies the Service (or any component thereof) without *Rally Rd.*’s prior written consent; (ii) any error is caused in whole or in part by persons other than *Rally Rd.*, including without limitation, User’s failure to properly enter or transmit data; or (iii) any error is caused in whole or in part by User’s use of the Service in association with operating environments and platforms other than those specified by *Rally Rd.*
- (d) To the extent that the Service incorporates any third-party software licensed by *Rally Rd.*, then, in addition to the terms set forth herein, User must comply with any additional terms, restrictions, or limitations applicable to such third-party software. Additionally, User acknowledges that *Rally Rd.* shall have the right to subcontract performance of its hosting services, credit card, debit card and payment processing services, brokerage, transfer & custodial services, and other services, in which event the service levels provided by any third-party hosting provider (including, without limitation, any service levels that are stricter than the service levels offered by *Rally Rd.*), credit card, debit card or payment processor, brokerage, transfer & custodial services, or other service provider will be incorporated herein by reference.

Specifically, in order to use the payment functionality of our Services, you must open a "Access API" account provided by our Service Provider Dwolla, Inc. ("Dwolla") and you must accept the Dwolla Terms of Service, a link to which is [HERE](#) and Privacy Policy, a link to which is [HERE](#). Dwolla’s financial institution partners hold any funds held in the Dwolla account as set out in the Dwolla Terms of Service. You authorize us to share your identity and account data

with Dwolla for the purposes of opening and supporting your Dwolla account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through our application, and we, not Dwolla, will send Dwolla account notifications. We will provide customer support for your Dwolla account activity, and can be reached at [support@rallyrd.com](mailto:support@rallyrd.com).

In addition, the *Rally Rd.* platform uses Plaid Technologies, Inc. ("Plaid") to gather your data from financial institutions. By using our Services, you grant *Rally Rd.* and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy, a link to which is [HERE](#).

(e) User shall procure, install and maintain all equipment, data plans, Internet connections and other hardware (other than the hardware constituting the support center maintained at *Rally Rd.*'s facilities) necessary for User to connect to and access the Service. *Rally Rd.* is not responsible for equipment defects, lack of service, or other issues arising from third party services or equipment, except as set out in Section 2(c) of this Agreement and the third party's terms of service. User is responsible for any applicable charges and fees associated with any data plan fees or other subscription charges or fees of any kind whatsoever that may be required by User's carrier to access the Service.

3. **Investment Opportunities.** User acknowledges that the Service may, from time to time, provide a User with the opportunity to make an investment in a legal entity that owns automobile(s). Any such opportunity for a User to make any such investment shall, at all times, be made available only through a broker-dealer registered with the U.S. Securities Exchange Commission and subject to the qualification of the User (as determined by the applicable securities laws of the United States, as amended from time to time) and further application, as determined by *Rally Rd.* in its sole discretion. User acknowledges that it has no right to make any investment solely by downloading and/or otherwise accessing the Service. Furthermore, any User who invests in a legal entity that owns automobile(s) via the Service acknowledges that transfer of such ownership interests is restricted by federal and state securities law. As such, Users are prohibited from offering such ownership interests for sale via Public Areas.

In addition, User acknowledges the following, related to any investments made through the *Rally Rd.* platform:

- User acknowledges that you has reviewed all of the legal documents related to any investment on the *Rally Rd.* platform, including the Offering Circular and Subscription Agreement. For the avoidance of doubt these are the documents that you are presented with through the DocuSign process in the investment flow in the *Rally Rd.* platform and can also be reviewed by clicking the "Legal" tab for a particular investment on the *Rally Rd.* platform or on the SEC website [HERE](#).
- User acknowledges and understands that *Rally Rd.* makes no recommendation with respect to the purchase of, or any investment decision made in respect of, any security, and is providing you with no investment advice whatsoever.

- User acknowledges that *Rally Rd.* (RSE Markets, Inc.) or any of its affiliates, does not and will not provide you with any legal, tax, estate planning or accounting advice and that you have been encouraged to consult with your personal investment and tax advisors. Further, *Rally Rd.* will not provide you with any advice regarding the suitability, profitability or appropriateness for me of any security, investment, or other matter.
- User acknowledges, that there is no guarantee of any financial return on this investment(s) and that you run the risk of losing your entire investment(s).
- Unless otherwise specified in writing, User acknowledges that *Rally Rd.* employees are not authorized to give any such advice, and that you will neither solicit nor rely on any investment advice from any *Rally Rd.* employee or other User.
- User acknowledges that *Rally Rd.* neither assumes responsibility for nor guarantees the accuracy, currency, completeness or usefulness of information, commentary, recommendations, advice, investment ideas or other materials that may be accessed by you through Public Areas (as defined in paragraph 6 below).
- User acknowledges that *Rally Rd.* will be relying upon the information provided by you in the onboarding process. If such representations shall cease to be true, you agree to give immediate notice of such fact to *Rally Rd.* by e-mailing [support@rallyrd.com](mailto:support@rallyrd.com) or making direct edits in your user-profile on the *Rally Rd.* platform.

Nothing in this Agreement constitutes an offer, or a solicitation of an offer, to buy or sell securities.

4. **User IDs.** User will comply with all *Rally Rd.* rules and regulations and security restrictions in connection with use of the Service. Each User will be assigned a unique User identification name and password for access to and use of the Service (“User ID”). User shall be solely responsible for ensuring the security and confidentiality of all User IDs. User acknowledges that it will be fully responsible for all liabilities incurred through use of any User ID and that any transactions under a User ID will be deemed to have been performed by User. Use of any User ID other than as provided in this Agreement shall be considered a breach of this Agreement by User.
5. **Proprietary Rights.** User acknowledges *Rally Rd.*’s proprietary rights in the Service and associated documentation and shall protect the proprietary nature thereof. If User suggests any new features, functionality or performance for the Service that *Rally Rd.* subsequently incorporates into the Service (or any other software or service), User hereby acknowledges that (i) *Rally Rd.* shall own, and has all rights to use, such suggestions and the Service (or any other service) incorporating such new features, functionality, or performance shall be the sole and exclusive property of *Rally Rd.*; and (ii) all such suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon *Rally Rd.* User shall not sell, lease, or otherwise transfer or distribute the Service or its associated documentation, in whole or in part, without prior authorization in writing from *Rally Rd.* In the event of any breach of this paragraph, User agrees that *Rally Rd.* will suffer irreparable harm and shall therefore be entitled to obtain injunctive relief against User.
6. **Conduct Within Public Areas of Site.** The Service may contain e-mail services, bulletin board services, forums, communities or other message or communication facilities designed to

enable Users to communicate and interact with other Users (the "Public Areas"). User agrees to use the Public Areas only to post, send and receive messages and materials that are proper and, when applicable, related to the particular Public Area. *Rally Rd.* has no obligation to monitor the Public Areas, provided, however, *Rally Rd.* reserves the right to review materials posted to the Public Areas and to remove any materials at any time, without notice, for any reason and in our sole discretion. *Rally Rd.* reserves the right to terminate or suspend User's access to any or all of the Public Areas at any time, without notice, for any reason whatsoever. User acknowledges that postings and other communications posted in the Public Areas by other Users are not controlled or endorsed by *Rally Rd.*, and such communications shall not be considered reviewed, screened or approved by *Rally Rd.* Statements made in postings, forums, bulletin boards and other Public Areas reflect only the views of their respective authors. *Rally Rd.* specifically disclaims any liability with regard to the Public Areas and any actions resulting from a User's participation in any Public Areas.

User acknowledges and agrees that User's communications with other Users via the Public Area or otherwise are public and not private communications, and that User has no expectation of privacy concerning User's use of the Public Areas. User acknowledges that personal information that User communicates on the Public Areas may be seen and used by others and result in unsolicited communications; therefore, *RALLY RD.* STRONGLY ENCOURAGES USERS NOT TO DISCLOSE ANY PERSONAL INFORMATION ABOUT THEMSELF THROUGH THE PUBLIC AREAS. *Rally Rd.* is not responsible for information that User chooses to communicate via the Public Areas, or for the actions of other Users. Further, User grants *Rally Rd.* a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, in the promotion of *Rally Rd.* or the Service, any content that User posts on or in connection with a Public Area, including, without limitation, the posting of such content on *Rally Rd.*'s social media accounts.

## 7. **User Information & Privacy; Data Retention and Collection.**

- (a) User grants to *Rally Rd.* a non-exclusive license to copy, use and display any and all personally identifiable data, information or communications sent, or entered by Users while accessing the Service ("User Information") solely to the extent necessary for *Rally Rd.* to provide the Services, including, without limitation, communicating with Users, responding to requests that User makes, to improve the Services and to better tailor the features, performance and support of the Services, and to offer User's additional information, opportunities, and functionality. User agrees that *Rally Rd.* may provide the User Information to our Service Providers who work on behalf of or with us to provide some of the features of the Services and to help us communicate with you. However, except as explicitly stated in the Service Providers' respective privacy policies (for Dwolla's privacy policy click [HERE](#), for Plaid's privacy policy click [HERE](#)), these Service Providers do not have any independent right to share this User Information (except pursuant to a legal requirement such as a subpoena or warrant). As part of the User account authentication process, User acknowledges that *Rally Rd.*, or its Service Providers may require User to provide additional information or documentation to allow user identity and/or account information to be verified including, but not limited for standard Know Your Customer and Anti-Money Laundering checks, as required by law. *Rally Rd.* and its Service Providers may also verify User information against third party databases.

User acknowledges that *Rally Rd.* exercises no control whatsoever over the content of the User Information and it is the sole responsibility of User, at its own expense, to provide the information, and to ensure that the information Users transmit or receive complies with all applicable laws and regulations now in place or enacted in the future. *Rally Rd.* is under no obligation, however, to review User Information for accuracy, potential liability or for any other reason.

- (b) User agrees that *Rally Rd.*'s obligation to keep or maintain any User Information obtained in the course of performance of the Service shall not extend beyond the expiration of thirty (30) days following the User's ceasing use of the Service. In addition, User agrees that any Services Providers obligation to keep or maintain any User Information obtained in the course of performance of the Service shall not extend beyond the term defined in the respective Service Providers privacy policy (for Dwolla's privacy policy click [HERE](#), for Plaid's privacy policy click [HERE](#)). *Rally Rd.* will provide a copy of User Information in the hosted format (at User's expense) provided that User requests such copy, in writing, within ten (10) days following the User ceasing to use the Service.
- (c) *Rally Rd.* and any Service Providers shall have the right to utilize data capture, syndication and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally identifiable data or information (including, without limitation, User Information) resulting from User's access and use of the Service ("Blind Data"). To the extent that any Blind Data is collected by *Rally Rd.* or any Service Providers, such Blind Data shall be solely owned by *Rally Rd.* or the Service Provider (as applicable) (for Dwolla's privacy policy click [HERE](#), for Plaid's privacy policy click [HERE](#)) and may be used by *Rally Rd.* or the Service Provider (as applicable) for any lawful business purpose, and in accordance with *Rally Rd.*'s and Service Providers respective privacy policies, without a duty of accounting to User, including, without limitation, providing User with the opportunity for User to benchmark itself against its peers, provided that the Blind Data is used only in an aggregated form, without specifically identifying the source of the Blind Data. Without assuming any obligations or liabilities of User, *Rally Rd.* agrees to, and shall procure that any Service Providers agree to, use commercially reasonable efforts to comply with the applicable U.S. laws and regulations respecting the dissemination and use such Blind Data.
- (d) As User navigates the Services, certain information may also be collected passively, including your Internet protocol address, browser type, mobile device and operating system. *Rally Rd.* and any Service Providers may also use "Cookies" and navigational data like Uniform Resource Locators (URL) to gather information regarding the date and time of your visit and the information for which you searched and viewed. This type of information is collected to better understand how User's use the Service and to make the Services more useful to you. Most browsers are automatically set to accept Cookies. If User would like more information about cookies and how to control and delete cookies in various browsers, such as Internet Explorer, Firefox, Safari and Chrome, please visit <http://aboutcookies.org/>.
- (e) Except as otherwise stated in this Agreement, *Rally Rd.* does not trade, rent, or share User's "Personal Information" (i.e. information about a User that is personally identifiable to the User, such as name, address, email address, phone number, social security number, employment details, answers to investor suitability questions and credit / debit card and other banking and

payment information) with third parties, unless you ask or authorize us to do so, provided, however, that *Rally Rd.* may provide User Information and your Personal Information to Service Providers to the extent such information is required for the Service Providers to perform the service for which they are engaged by *Rally Rd.*, but at all times in compliance with the respective Service Providers privacy policies. In addition, *Rally Rd.* may provide User Information and your Personal Information to Service Providers or to any third person as is required by law, rule or regulation applicable to *Rally Rd.*, or by any court, governmental agency, commission, authority, regulatory body, board or similar entity or body having jurisdiction over *Rally Rd.* that has requested the information in accordance with its lawful authority. However, except as explicitly stated in the Service Providers' respective privacy policies (for Dwolla's privacy policy click [HERE](#), for Plaid's privacy policy click [HERE](#)), these Service Providers do not have any independent right to share this information (except pursuant to a legal requirement such as a subpoena or warrant).

- (f) If *Rally Rd.* or its assets are acquired by a third-party, that third-party will possess the User Information and Personal Information collected by *Rally Rd.* and it will assume the rights and obligations regarding User Information and Personal Information as described in this Agreement. Additionally, *Rally Rd.* may disclose User Information and Personal Information if *Rally Rd.* believes in good faith that such disclosure is necessary to (a) comply with relevant laws or to respond to subpoenas or warrants served on us; or (b) to protect and defend the rights or property of us, users of the Services or third parties. By using the Services, you hereby agree and consent to the transfer or assignment of your User Information and Personal Information as provided herein, and you further waive any claims that could be made against us in relation thereto.
- (g) *Rally Rd.* offers you choices regarding the collection, use and sharing of your Personal Information. When you receive communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to "**opt-out**" by following the unsubscribe instructions provided in the email you receive or by contacting us directly (please see contact information below). You may change any of the Personal Information in your Service profile by editing your information in your profile.

8. **How We Protect Your Information.** *Rally Rd.* is highly focused on the protection of User information. When a User enters sensitive information (such as bank account information) in the *Rally Rd.* App, *Rally Rd.* encrypts the transmission of that information using secure socket layer technology (SSL). We and various of our Service Providers also use third party ID verification to ensure the Users' true identities are validated.

*Rally Rd.* uses reasonable administrative, technical, personnel and physical measures to safeguard Personal Information in *Rally Rd.*'s possession against loss, theft and unauthorized use, disclosure or modification, provided, however, User acknowledges and agrees that no website, application or Internet transmission is completely secure. Accordingly, *Rally Rd.* cannot guarantee that unauthorized access, hacking, data loss, or other breaches will never occur and cannot be held liable for any unauthorized access or use of the User's data. User's use of the Services is at User's own risk. In particular, e-mails sent to *Rally Rd.* or to our Service Providers directly, may not be secure, and User should therefore take special care in deciding what information User sends to *Rally Rd.* or our Service

Providers via e-mail. For additional questions about security on the *Rally Rd.* platform, please contact us at support@rallyrd.com.

9. **Location Data.** *Rally Rd.* may collect, maintain, process and use a User's location data, including the real-time geographic location of a User's mobile device as necessary to provide the Services' full functionality. By using or activating any location-based services on a mobile device, User agrees and consents to *Rally Rd.*'s collection, maintenance, publishing, processing and use of User's location data to provide user with the Services. *Rally Rd.* does not collect location data in a form that personally identifies Users. User may withdraw this consent at any time by turning off the location-based feature on a mobile device or by not using any location-based features. Turning off or not using these features may impact the functionality of the Service. Location data provided by the Service is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Use of real time route guidance is at the User's sole risk. Location data may not be accurate. *Rally Rd.* does not guaranty the availability, accuracy, completeness, reliability or timeliness of information or location displayed by the Service.
10. **User Restrictions.** User agrees not to: (i) copy, decompile, reverse engineer, disassemble, attempt to derive the source code, modify or create derivative works of the Service or any Service related documentation; (ii) upload or distribute in any way files that contain viruses, trojans, worms, time bombs, logic bombs, corrupted files, or any other similar software or programs that may damage the operation of the Service or another's computer; (iii) use the Service for illegal purposes; (iv) violate or attempt to violate the security of the Service and from using the Service to violate the security of other websites by any method; (v) access data not intended for User or logging into a server or account which User is not authorized to access; (vi) interfere or disrupt networks connected to the Service; (vii) upload, post, promote or transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature; (viii) upload amounts of data and/or materials in excess of any limits specified by *Rally Rd.* from time to time and not to create large numbers of accounts or otherwise transmit large amounts of data so as to clog the Service or comprise a denial of service attack or otherwise so as to have a detrimental effect on the Services; or (ix) upload, promote, transmit or post any material that encourages conduct that could constitute a criminal offence or give rise to civil liability. *Rally Rd.* may take whatever remedial action it determines in its sole discretion is appropriate if User violates these restrictions, including, but not limited to, immediate suspension or cancellation of the Service. *Rally Rd.* operates the Service from its headquarters in the United States, and the Service is intended only for users within the United States. If User uses the Service outside of the United States, User is responsible for following applicable local laws and determining, among other things, whether User's use of the Service violates any of those local laws.
11. **Electronic Disclosures & Transactions.** Because *Rally Rd.* operates only on the Internet or as a mobile application, it is necessary for Users to consent to transact business with *Rally Rd.* electronically. As part of doing business with *Rally Rd.* we also need Users to consent to *Rally Rd.* giving User certain disclosures electronically. By agreeing to this Agreement and use of the



Service, User agrees to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating to User's use of the Service, including User's registration as an investor through our Service (each, a "Disclosure").

Any Disclosures will be provided to User electronically through the Service or via electronic mail to the email address User provided. If User requires paper copies of such Disclosures, User may request a paper copy will be sent to you at a cost of up to \$5.00 per document requested. *Rally Rd.* may discontinue electronic provision of Disclosures at any time in *Rally Rd.*'s sole discretion.

User's consent to receive Disclosures and transact business electronically, *and Rally Rd.*'s agreement to do so, applies to any transactions to which such Disclosures relate. User's consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a User have been made.

## 12. **Payment Processing.**

- (a) *Rally Rd.*, or a Service Provider, may process payment transactions on behalf of Users through the appropriate bank, credit card or debit card network, or crypto-currency exchange as applicable. When a User chooses to use the Service to make an investment in a legal entity that owns an automobile(s) the User hereby consents to any third-party escrow agent or similar payment processor appointed by *Rally Rd.* facilitating and/or processing payments made or received through the Service, including, without limitation, the consent to access, charge or debit a payor's credit card, debit card, bank account, crypto-currency wallet or other payment mechanism.
- (b) Each User acknowledges and agrees that a payment transaction made through the Service is a transaction between Users wishing to invest in a legal entity that owns an automobile(s) and those offering such investment and not with *Rally Rd.* *Rally Rd.* is not a party to any payment transaction related to any such investment and *Rally Rd.* is not a buyer or seller in connection with any such investment transaction.
- (c) Users may only use the Service to process a payment transaction for investment in a legal entity which owns an automobile(s) through a legitimate, bona fide sale of such product or service. Users may not use the Service to purchase any illegal goods or services or for any other underlying illegal transaction.
- (d) Unless held in escrow in accordance with the terms governing an investment by the User, as agreed between the User and *Rally Rd.* at the time of investment, all payment transactions processed through the Service are non-refundable to a User by *Rally Rd.* and are non-reversible by a User through the Service. Users may have additional refund or charge-back rights under the agreement a User has with the issuer of the User's payment instrument (*i.e.* its credit or debit card agreement or bank) or applicable state and federal laws. User should review its periodic statement received from the issuer of its payment instrument, which will reflect all purchase transactions through the Service.

## 13. **Disclaimer of Warranties.** THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. *RALLY RD.* MAKES NO REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY

OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY MERCHANTABILITY, OR NONINFRINGEMENT. *RALLY RD.* DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

USER ASSUMES THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGES TO USER'S EQUIPMENT, WHICH COULD BE CAUSED BY DEFECTS OR DEFICIENCIES IN ANY SERVICE, ANY *RALLY RD.* INFORMATION, PRODUCT, SERVICE, SYSTEM, DATABASE OR MATERIAL, OR PART THEREOF. USER ALSO ACKNOWLEDGES THAT ELECTRONIC COMMUNICATIONS AND DATABASES ARE SUBJECT TO ERRORS, TAMPERING AND BREAK-INS AND THAT WHILE *RALLY RD.* WILL IMPLEMENT REASONABLE SECURITY PRECAUTIONS TO ATTEMPT TO PREVENT SUCH OCCURRENCES, *RALLY RD.* DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT TAKE PLACE. USER'S INSTALLATION AND INPUTS, AS WELL AS THIRD PARTY SYSTEMS AND PROCEDURES, MAY INFLUENCE THE OUTPUT AND ERRORS IN ANY ORDER OR ELECTRONIC TRANSMISSION OR COMMUNICATION, AND CAN RESULT IN SUBSTANTIAL ERRORS IN OUTPUT, INCLUDING INCORRECT INFORMATION, ORDERS AND AGREEMENTS. IN ADDITION, ERRORS MAY BE INTRODUCED INTO INFORMATION OR ORDERS IN THE COURSE OF THEIR TRANSMISSION OVER ELECTRONIC NETWORKS. USER SHALL IMPLEMENT AND TAKE RESPONSIBILITY FOR APPROPRIATE REVIEW AND CONFIRMATION PROCEDURES TO VERIFY AND CONFIRM ORDERS OR OTHER TRANSACTIONS IN WHICH USER PARTICIPATES USING *RALLY RD.*'S WEBSITE, INFORMATION, SERVICES, DATABASES, SYSTEMS OR OTHER MATERIAL.

14. **Limitation of Liability.** IN NO EVENT SHALL *RALLY RD.* OR ANY SERVICE PROVIDER BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
15. **Indemnification.** By accessing this Service, User agrees to indemnify, defend, and hold harmless *Rally Rd.* and its affiliates and each of their respective directors, officers, employees, agents, licensors, advisors, independent contractors and providers (collectively referred to herein as "Indemnified Parties") from and against any and all claims, losses, expenses or demands of liability, including attorneys' fees and costs incurred by any Indemnified Party in connection with any claim (including any third-party intellectual property claim) arising out of: (i) information, materials and content submitted, posted or transmitted by User on or through the Service, (ii) User's use of the Service, and (iii) User's breach of any provision of this Agreement. User further agrees that User will cooperate with *Rally Rd.* as is reasonably required in the defense of any such claims. *Rally Rd.*, on behalf of each Indemnified Party, reserves each Indemnified Part's right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to User's foregoing indemnification obligations, and User shall not, in any event, settle any claim or matter without the written consent of *Rally Rd.* and each Indemnified Party named as a party in such claim.
16. **Term; Termination**
  - (a) This Agreement shall commence upon *Rally Rd.* providing User with access to the Service and shall continue until a Party provides notice of its termination of this Agreement.

- (b) Upon termination of the Agreement for any reason, User's right to use the Service shall immediately cease. Termination of this Agreement shall not relieve either party of any obligation accrued prior to the termination date or which by its nature should survive any termination of this Agreement.

## 17. Confidential Information.

- (a) "Confidential Information" means the Service, its associated documentation, *Rally Rd.*'s pricing for the Service, and other information and documentation disclosed by *Rally Rd.* under this Agreement that is designated as confidential or that by its nature would reasonably be expected to be kept confidential.
- (b) Notwithstanding the previous paragraph, *Rally Rd.*'s Confidential Information shall not include information that (i) is or becomes publicly available through no act or omission of User; or (ii) was in User's lawful possession prior to the disclosure and had not been obtained by User either directly or indirectly from *Rally Rd.*; or (iii) is lawfully disclosed to User by a third party not bound by a duty of non-disclosure; or (iv) is independently developed by User without access to or use of the Confidential Information.
- (c) User agrees to hold the Confidential Information in confidence. User agrees not to make the Confidential Information available in any form to any third party or to use the Confidential Information for any purpose other than performing its obligations or enjoying its rights under this Agreement. User agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement. User represents that it has, with each of its employees who may have access to any Confidential Information, an appropriate agreement sufficient to enable it to comply with all of the confidentiality terms hereof.
- (d) Notwithstanding the foregoing, User may disclose the Confidential Information to the extent that such disclosure is required by law or court order, provided, however, that User provides to *Rally Rd.* prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the Confidential Information from public disclosure.
- (e) After termination or expiration of this Agreement, User shall return to *Rally Rd.* any Confidential Information in User's possession or control.

- 18. **Age Restrictions.** *Rally Rd.*'s Services are not directed toward anyone under the age of 18. If User is under the age of 18, User may not create a user profile or register for the Services. In certain U.S. states the investment services provided by through the *Rally Rd.* platform have age restrictions of age 21. If you are a parent or guardian who has discovered that your child has submitted his or her Personal Information without your permission or consent, *Rally Rd.* will take reasonable steps to promptly remove that information from *Rally Rd.*'s database at your request. To request removal of your child's information, please contact us at: [support@rallyrd.com](mailto:support@rallyrd.com).

## 19. Miscellaneous

- (a) Relationship Between The Parties. This Agreement shall not be construed as creating any

agency, partnership, joint venture, or other similar legal relationship between the Parties; nor will either Party hold itself out as an agent, partner, or joint venture party of the other party.

- (b) Compliance With Law. Each Party shall comply with all applicable laws and regulations of governmental bodies or agencies in its performance under this Agreement.
- (c) Notice. Whenever notice is required to be given under this Agreement, such notice shall be in writing and shall be addressed to the recipient at the Notice Address of such Party, or to such other address as the addressee shall have last furnished in writing to addressor.
- (d) Waiver. No waiver shall be implied from conduct or failure to enforce rights. No waiver shall be effective unless in a writing signed by both Parties.
- (e) Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.
- (f) Assignment. User may not assign or delegate any of its rights, interest or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of *Rally Rd.* The sale of a controlling interest in User through a single transaction or a series of transactions shall be deemed an assignment hereunder for which *Rally Rd.*'s consent is required. *Rally Rd.* may assign and delegate this Agreement to successors in the event of a merger, acquisition or other change in control. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- (g) **Governing Law; Arbitration**. **This Agreement and all claims related to it, its execution or the performance of the parties under it, shall be construed and governed in all respects according to the internal laws of the State of New York without regard to the conflict of law provisions thereof. User hereby waives any right to bring any claim against *Rally Rd.* in court (including any right to a trial by jury), except as provided by the rules of the arbitration forum in which a claim is filed. User waives any right it may have to start or participate in, and agrees to opt out of, any class action against *Rally Rd.* arising from or relating to the Services or this Agreement. Any controversy or claim arising out of or relating to an alleged breach of this Agreement or the operation of this Service shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association before a single arbitrator. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New York, New York and the language of such arbitration shall be English. *Rally Rd.* may seek any interim or preliminary relief from a court of competent jurisdiction in New York, New York, necessary to protect *Rally Rd.*'s rights or property pending the completion of arbitration. The arbitrator shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction.**

- (h) Force Majeure. *Rally Rd.* shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, war, insurrection, acts of terrorism, the elements, strikes or labor disputes, or other similar or dissimilar causes beyond *Rally Rd.*'s control. User acknowledges that the performance of certain of *Rally Rd.*'s obligations may require the cooperation of third parties designated by User and outside the control of *Rally Rd.* In the event such third parties fail to cooperate with *Rally Rd.* in a manner that reasonably permits *Rally Rd.* to perform its obligations, such failures shall be considered as causes beyond the control of the *Rally Rd.* for the purposes of this Section and shall not be the basis for a determination that *Rally Rd.* is in breach of any of its obligations under this Agreement or is otherwise liable.
- (i) Entire Agreement. This Agreement shall constitute the complete agreement between the Parties and supersede all previous agreements or representations, written or oral, with respect to the subject matter hereof.
- (j) Contacting Us. If you think that the use of your Personal Information is not in alignment with the purpose for which you have provided it to *Rally Rd.*, or if you have any questions or suggestions regarding this Agreement or the Service, please contact us at: [support@rallyrd.com](mailto:support@rallyrd.com).

Last Updated: November 2, 2017