

CLERKIE ADVISORY LLC - TERMS & CONDITIONS

[1. ACCEPTING THE TERMS](#)

[2. PRIVACY POLICY](#)

[3. DESCRIPTION OF SERVICES](#)

[4. INVESTMENT TOOLS AND MODEL RECOMMENDATIONS](#)

[5. COMMENTARY](#)

[6. ACCOUNT INFORMATION FROM THIRD PARTY SITES](#)

[7. YOUR REGISTRATION INFORMATION](#)

[8. YOUR USE OF OUR SERVICES](#)

[9. ELECTRONIC COMMUNICATIONS; NOTICES](#)

[10. RIGHTS YOU GRANT TO US](#)

[11. USER CONTENT](#)

[12. Clerkie'S INTELLECTUAL PROPERTY RIGHTS](#)

[13. RESTRICTIONS](#)

[14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES](#)

[15. NO LEGAL OR TAX ADVICE](#)

[16. LIMITATION OF LIABILITY](#)

[18. ENDING YOUR RELATIONSHIP WITH Clerkie](#)

[19. MODIFICATIONS](#)

[20. BROWSER AND MOBILE OPERATING SYSTEM SUPPORT](#)

[21. FEES AND PURCHASE TERMS](#)

[22. THIRD PARTY LINKS](#)

[23. GOVERNING LAW & ARBITRATION](#)

[24. MISCELLANEOUS](#)

[25. BUSINESS CONTINUITY STATEMENTS](#)

[26. QUESTIONS OR CONCERNS](#)

Last Updated: October 15, 2018

These Terms of Use (“Terms”) set forth the terms and conditions that apply to your access and use of the Clerkie Mobile Application and the internet web site (and its content) located at www.clerkie.io (the “Mobile Application”) and the online services offered through the Mobile Application (the “Services”) that pertain to investment advice and management.

The Mobile Application and Services are operated by Clerkie Advisory LLC’s parent company, Henry Labs, Inc. (“Henry Labs” or “Clerkie”), a Delaware corporation, and its affiliates. All Services relating to investment advice are provided in accordance with and pursuant to the Client Agreement (“Agreement”) currently in effect, to which Clients (defined below) must agree to be bound. The term “you” refers to a visitor or a client of the Services (a “Client”). The terms “we,” “our” or “us” refer to Clerkie Advisory LLC.

THE TERMS INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

IF YOU SUBSCRIBE TO SERVICE FOR A TERM (THE “INITIAL TERM”), THEN THESE TERMS WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT OUR THEN-CURRENT FEE FOR THE SERVICE UNLESS YOU DECLINE TO RENEW YOUR SUBSCRIPTION IN ACCORDANCE WITH THESE TERMS.

1. ACCEPTING THE TERMS

PLEASE READ THESE TERMS CAREFULLY. BY RECEIVING ADVISORY SERVICE & AGREEING TO PAY CLERKIE FOR THOSE SERVICES, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH CLERKIE, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS PERSONALLY OR ON BEHALF OF THE COMPANY YOU REPRESENT, AND TO BIND THAT COMPANY TO THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE MOBILE APPLICATION OR SERVICES.

2. PRIVACY POLICY

We value your right to privacy and take steps to protect it. For more information, please refer to our current Privacy Policy (<https://s3-us-west-2.amazonaws.com/clerkie-legal/Clerkie+Advisory+LLC+-+Privacy+Policy.pdf>).

3. DESCRIPTION OF SERVICES

Our Services provide a mobile-based advisory service designed to help Clients with their Employer Sponsored Retirement Account(s) (“ESRA”) such as a 401(k) or 403(b) account. Our Services generate investment portfolio recommendations, recommendations of securities to buy and sell, and ongoing rebalancing of your ESRA. Our clients have access to ask questions via online chat and email. We rely on accurate information provided by you in order to provide our Services to you.

CLERKIE ADVISORY LLC CANNOT ALWAYS FORESEE OR ANTICIPATE TECHNICAL OR OTHER DIFFICULTIES WHICH MAY RESULT IN FAILURE TO OBTAIN DATA OR LOSS OF DATA, INCREASED COSTS, OR OTHER SERVICE INTERRUPTIONS. WE USE REASONABLE CARE, CONSISTENT WITH SOUND INDUSTRY PRACTICE, IN PROVIDING OUR SERVICES. WE DO NOT GUARANTEE THAT OUR

SERVICES, COMMUNICATIONS, OR ANY CONTENT WILL BE DELIVERED TO YOU UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. OPERATION OF OUR WEBSITE AND OUR SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OUR CONTROL.

CLERKIE ADVISORY LLC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO IMPLEMENT INVESTMENT RECOMMENDATIONS IN YOUR ESRA BECAUSE SUCH IMPLEMENTATION IS DEPENDENT ON NUMEROUS FACTORS OUTSIDE OUR CONTROL. YOU CAN ALWAYS ACCESS YOUR ESRA DIRECTLY THROUGH YOUR CUSTODIAN.

You may cancel our Services at any time. This Mobile Application is for the use of Clients and potential Clients of ours. It is not to be used by any other investment advisor or investment professional as an information/marketing materials source, asset allocator, risk capacity or risk tolerance assessment, or for any other purpose.

4. INVESTMENT TOOLS AND MODEL RECOMMENDATIONS

ALTHOUGH CLERKIE SEEKS MULTIPLE ASSET CLASSES FOR ITS CLIENTS IN ORDER TO CREATE WELL-DIVERSIFIED RECOMMENDED PORTFOLIOS, IT IS POSSIBLE THAT DIFFERENT OR UNRELATED ASSET CLASSES MAY ALL EXHIBIT SIMILAR PRICE CHANGES IN SIMILAR DIRECTIONS. THIS CORRELATION OF PRICE BEHAVIOR MAY ADVERSELY AFFECT YOUR ESRA ACCOUNT, AND MAY BECOME MORE ACUTE IN TIMES OF MARKET UPHEAVAL OR HIGH VOLATILITY. ALTHOUGH CLERKIE ADVISORY LLC CAREFULLY EVALUATES POTENTIAL ACCOUNT ALLOCATIONS, CLERKIE ADVISORY LLC MAKES NO REPRESENTATION REGARDING THE LIKELIHOOD OR PROBABILITY THAT ANY ACTUAL OR PROPOSED ACCOUNT ALLOCATION WILL IN FACT ACHIEVE A PARTICULAR INVESTMENT OUTCOME OR GOAL. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE SUCCESS, AND RETURNS IN ANY PERIOD MAY BE FAR ABOVE OR BELOW THOSE OF PREVIOUS PERIODS. CLERKIE ADVISORY LLC IS UNABLE TO PREDICT OR FORECAST MARKET FLUCTUATIONS OR OTHER UNCERTAINTIES INCLUDING INVESTMENT EXPENSE RATIOS THAT MAY AFFECT THE VALUE OF ANY INVESTMENT. CLERKIE ADVISORY LLC DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE EXECUTION QUALITY OF ORDERS PLACED WITH THE CUSTODIAN OF YOUR ESRA.

The Services are designed to provide helpful investing guidance. However, you should carefully consider the appropriateness of the proposed allocations in light of your own personal financial circumstances, including cash flow needs, tax circumstances, or other complex or subjective concerns. We urge you to use all available resources to educate yourself about investing in general, as well as the investments and the overall allocation of your ESRA. Additionally, market conditions and your personal financial circumstances may change—perhaps suddenly or maybe gradually over time. We recommend that you reassess any investing program on a regular basis to ensure that it remains consistent with your current financial resources and investment objectives.

Clerkie Advisory LLC and our communications may include forward-looking statements. All statements other than statements of historical fact are forward-looking statements (including words such as “believe,” “estimate,” “anticipate,” “may,” “will,” “should,” and “expect”). Although we believe that the expectations reflected in such forward-looking statements are reasonable, we can give no assurance that such expectations will prove to be correct. Various factors could cause actual results, investment expense ratio fees or performance to differ materially from those discussed in such forward-looking statements.

Some Clients may have investment results that differ materially. ESRAs managed by Clerkie Advisory LLC may lose value.

During the initial sign-up process, Clerkie Advisory LLC may perform a complimentary fee analysis on your ESRA. The calculations presented in our application are estimates. The analysis we provide is made on a best-efforts basis to determine the internal expenses in your ESRA. The analysis is designed to give you an estimate for the actual costs you incur in your ESRA. You will need to check the prospectus for each fund you own in your account to determine the exact actual costs you incur in your ESRA. We strive to create the lowest cost portfolio for every client, but we are limited to the fund options available in your ESRA.

5. COMMENTARY

The Mobile Application may contain commentary and links to certain articles only as a convenience. Linked articles written by third parties may or may not be affiliated with Clerkie Advisory LLC. No information contained in these articles has been endorsed or approved by Clerkie Advisory LLC, and Clerkie Advisory LLC is not responsible for the content.

No information accessed through these articles constitutes a recommendation by Clerkie Advisory LLC to buy, sell or hold any security, financial product or instrument discussed therein. This information neither is, nor should be construed, as an offer, or a solicitation of an offer. You shall be fully responsible for any investment decisions and allocations that you make or select while either a Client of Clerkie Advisory LLC or making decisions above and beyond Clerkie Advisory LLC's recommendations via direct interaction with your ESRA custodian, be it web-based, on a mobile application, by phone, or in person. Such decisions will be based solely on your own evaluation of your financial circumstances, age, time to retirement, investment objectives, risk tolerance, and liquidity needs.

Certain information contained in the Mobile Application may have been obtained from published sources prepared by third parties. While such sources are believed to be reliable, Clerkie Advisory LLC does not assume any responsibility for the accuracy or completeness of such information. Neither delivery of these Terms nor any statement herein or on the Mobile Application should be taken to imply that any information contained herein or on the Mobile Application is correct as of any time subsequent to the date hereof.

6. ACCOUNT INFORMATION FROM THIRD PARTY SITES

When using our Services, you direct us to provide and retrieve information from third party financial institutions with which you have a relationship, maintain accounts or engage in financial transactions ("Account Information"). We work with financial service providers to access and transmit this Account Information. All Account Information, if any, will be considered your User Content (as defined below) for all purposes of these Terms. Depending on the third party accounts you choose and subject to the privacy settings that you have set in such third party accounts, personally identifiable information that you post to your third party accounts may be available on and through your account on the Services. Please note that if a third party account or associated service becomes unavailable or our access to such third party account is terminated by the third party service provider, then Account Information may no longer be available on and through the Services. You will have the ability to disable the connection between your account on the Services and your third party accounts at any time by amending the appropriate settings from within your account settings or via chat on the mobile application. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. We make no effort to review your Account Information for any purpose, including but not limited to accuracy, legality, or non-infringement, other than to construct an appropriate portfolio allocation for you, and we are not responsible for any Account Information. We are not responsible for the products and services offered by or on third-party sites.

7. YOUR REGISTRATION INFORMATION

To access our Services you must first register for an account (“Account”) and electronically sign our Agreement. Our Mobile Application are the only means of accessing our Services.

You agree and understand that you are responsible for maintaining the confidentiality of your password that, together with your Login ID (i.e., your email address), allows you to access our Services. That Login ID and password, together with any other registration information, constitute your “Registration Information.” You represent and warrant that all required Registration Information you submit is true, accurate, current and complete, and, where applicable, that you will update all such Registration Information as necessary to maintain its truth, accuracy, and completeness.

You agree not to create an Account or use the Services if you have been previously removed by us or banned from the Services. You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. We reserve the right in our sole discretion to suspend or terminate your Account and/or refuse any and all current or future use of the Services (or any portion thereof) at any time for any reason. You agree that we will not be liable to you or to any third party for any suspension or termination of your Account or any refusal of any use of the Services (or any portion thereof). We reserve the right in our sole discretion to remove any content that you provide and/or upload to the Services at any time for any reason, including, but not limited to, information you provide for your Account. You agree that we will not be liable to you or to any third party for such removal.

You are responsible for all activities that occur under your Account. You agree to immediately notify us at support@Clerkie.io of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with the above requirements.

8. YOUR USE OF OUR SERVICES

Your use of our Services is personal to you and not transferable to any other person or entity. Subject to these Terms, we grant you a non-transferable, non-exclusive, revocable, limited license to use and access the Services, solely for your own personal, noncommercial use and for lawful purposes only. You will need to subscribe for our Services in order to receive investment advice specific to your ESRA.

Clerkie Advisory LLC’s advisory services are discretionary. Clerkie Advisory LLC does not and will not accept custody of your assets, although we are deemed to have constructive custody of your assets by virtue of our authority regarding your ESRA. Your assets shall be held by an independent custodian (“Custodian”). Our Services are intended to help you make investment decisions and assist you in your investment management. Our Services are not a substitute for your own informed judgment. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR YOUR OWN INVESTMENT DECISIONS. YOU MAY MODIFY THE PORTFOLIO AND INVESTMENT RECOMMENDATIONS PROVIDED BY CLERKIE ADVISORY LLC. WHEN WE GENERATE A RECOMMENDATION FOR YOU, YOU HAVE THE ABILITY TO ADJUST THE RECOMMENDATION IN YOUR ESRA AT YOUR CUSTODIAN.**

Clerkie Advisory LLC relies on information provided by you in order to generate your recommendations and cannot be held responsible for any recommendations based on inaccurate information. You acknowledge that if you provide false or inaccurate information to Clerkie Advisory LLC, the investment advice provided to you may not match your investment needs. No Client or prospective Client should assume that the Services serve as a substitute for personalized holistic advice that takes into account all of their current financial circumstances.

Mobile and web-based advice has limitations that prospective customers should consider before subscribing to use the Mobile Application or Services. Specifically, in a mobile or web-based advisory arrangement, you will not receive investment advice face-to-face, by telephone, or other individualized interaction with an investment advisor.

Our Services use our mobile application to facilitate the Client/advisor relationship. Support provided by telephone, live chat, and email is for the express purpose of assisting in technical matters, subscription setup, and processing of paperwork. **YOU CAN ALWAYS CONTACT YOUR CUSTODIAN DIRECTLY TO IMMEDIATELY CHANGE INVESTMENT ALLOCATIONS EVEN IF YOU ARE A CLIENT.** Clients receive investment advice through the mobile application only, therefore limiting your ability to ask specific investment questions or relay detailed personal information beyond what is gathered through the initial Clerkie Advisory LLC application. Moreover, such a mobile and web-based advisory arrangement also limits our ability to assess the unique financial condition of each Client, as well as each Client's specific investment goals.

We reserve the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

Unless otherwise indicated, any future release, update, or other addition to functionality of the Services will be subject to these Terms. We make no representation that the Services are appropriate for use in locations other than the United States.

You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with the Services. You agree that we are not obligated to create or provide any corrections, updates, upgrades, bug fixes, and/or enhancements of the Services (each an "Update"). However, in the event we offer an Update, you agree that we may amend these Terms in connection with such Update without specific notice to you and that your use of the Services following such Update is conditioned upon your acceptance of any revised Terms. By using the Services following an Update, you are representing that you have reviewed the then-current version of these Terms and agree to be bound by such version.

You agree that Clerkie Advisory LLC may use your feedback, social media content, suggestions, or ideas ("Feedback") in any way, including in future modifications of our Services, other products or services, advertising, or marketing materials and that the submission of any Feedback is at your own risk and that we have no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You grant Clerkie Advisory LLC a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully paid-up, royalty-free license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner we deem appropriate the Feedback you provide to Clerkie Advisory LLC and to sublicense the foregoing rights. Clerkie Advisory LLC will not sell, publish or share your feedback in a way that could identify you without your explicit consent.

Clerkie Advisory LLC does not guarantee continuous, uninterrupted, or secure access to Clerkie.io, the mobile application or any other website or mobile application.

9. ELECTRONIC COMMUNICATIONS; NOTICES

In order to use our Services, you consent and agree to receive all required notices electronically through your email address or via notices on the Mobile Application and agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hard-copy writing. The foregoing does not affect your non-waivable rights. Where Clerkie requires that you provide an e-mail address or mobile phone number, you are responsible for providing us with your most current e-mail address and mobile phone number. It is your responsibility to update your email address and mobile phone number when necessary. You acknowledge and agree that all communications sent to you at your email address or mobile phone on record will be treated as if they were delivered to you personally, whether or not you receive them. If the last e-mail address or mobile phone number you provided to Clerkie is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by these Terms, our dispatch of the e-mail or mobile phone communication containing such notice will nonetheless constitute

effective notice. You may give notice to Clerkie at the following address: 619 7th Street, San Francisco, CA 94103. Such notice shall be deemed given when received by Clerkie by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

Clerkie provides you Clerkie's email addresses so that you may communicate with us electronically via email. All email sent to and from Clerkie will be received or otherwise recorded by Clerkie and is subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient. Communications through the Clerkie mobile application may involve the electronic transmission, to any email address you provided to us, of information that you may consider to be personal financial information and you agree and consent to such transmission of such information. It is your responsibility to update or change your email address, as appropriate.

10. RIGHTS YOU GRANT TO US

By making available information, data, passwords, usernames, PINs, other log-in information, materials, and other content, including Account Information (collectively, "User Content") to Clerkie through our Services, you hereby grant to Clerkie a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable license to license, reproduce, distribute, modify, adapt, publicly display, and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content (in whole or in part) for the purposes of including your User Content in the Services and operating, providing and promoting the Services. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content. Clerkie may use and store the content, but only to provide our Services to you. By making available this User Content to Clerkie, you represent that you have all rights necessary to make such User Content available to Clerkie for use for this purpose, without any obligation by Clerkie to pay any fees or other limitations.

By using our Services, you expressly authorize Clerkie to use your Account Information maintained by third parties, on your behalf as your agent, to provide the Services to you. Clerkie will submit third party account usernames and passwords that you provide to log you into the third party's site. We will use your third party account usernames and passwords to access your ESRA and implement and manage your account based on the allocation you pre-approve. You represent that you are entitled to disclose your third party account usernames and passwords to us and/or grant us access to your third party accounts (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable third party account and without obligating us to pay any fees or making us subject to any usage limitations imposed by such third party service providers. You hereby authorize and permit Clerkie to use and store information submitted by you to us through the Services or otherwise (including, without limitation, account usernames and passwords) and to access and use those third party accounts designated by you on your behalf to the extent necessary to provide the Services to you, including to accomplish the foregoing and to configure our Services so that they are compatible with the third party accounts for which you submit your usernames and passwords.

The terms of your Agreement grant Clerkie a limited power of attorney and appoint Clerkie as your attorney-in-fact and agent to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, with the same legal force and effect as if done by you.

Authorized employees or agents of Clerkie may monitor and record all or portions of your telephone calls to Clerkie for quality control, customer service, employee training, security, legal compliance, and other lawful purposes. Your consent will be ongoing and need not be confirmed prior to, or during, such monitoring or recording, except to the extent applicable law expressly requires otherwise.

11. USER CONTENT

You are solely responsible for your User Content. You assume all risks associated with use of your User Content. You represent and warrant that your User Content does not violate these Terms. You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by us. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates these Terms. We are not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire. We will not be liable for the deletion or accuracy of any User Content; the failure to store, transmit, or receive transmission of User Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. You acknowledge that we have no obligation to pre-screen User Content, although we reserve the right in our sole discretion to pre-screen, refuse, or remove any User Content at any time for any reason. PLEASE MAKE SURE THAT YOU ONLY PROVIDE INFORMATION TO THE SERVICES THAT YOU ARE ALLOWED TO PROVIDE WITHOUT VIOLATING ANY OBLIGATIONS YOU MIGHT HAVE TOWARDS A THIRD PARTY, INCLUDING ANY CONFIDENTIALITY OBLIGATIONS. PLEASE DO NOT PROVIDE ANY INFORMATION THAT YOU ARE NOT ALLOWED TO SHARE WITH OTHERS.

We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account, and/or reporting you to law enforcement authorities.

12. CLERKIE ADVISORY LLC'S INTELLECTUAL PROPERTY RIGHTS

Excluding any User Content you may provide, you acknowledge and agree that (a) the Mobile Application and Services and the contents of the Mobile Application and Services, including, without limitation, its "look and feel" (e.g., text, graphics, images, logos, and button icons), photographs, editorial content, notices, software of any kind, and other materials, are protected under both United States and other applicable copyright, trademark and other laws; and (b) the Mobile Application and Services and the contents of the Mobile Application and Services, and all intellectual property rights therein, are owned by Clerkie Advisory LLC or its suppliers or licensors. Our name, logo, and the product names associated with the Mobile Application and Services belong to us or our suppliers or licensors, and no right or license is granted to use them by implication, estoppel, or otherwise. Neither these Terms nor your access to the Mobile application or Services transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly set forth herein. We and our suppliers and licensors reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms. You may download or print a copy of information provided on the Site, App, or through the Services for your personal, internal and non-commercial use only.

13. RESTRICTIONS

The rights granted to you in these Terms are subject to the following restrictions:

You will NOT:

License, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Mobile application or Services, whether in whole or in part, or any content displayed on the Mobile application or Services;

Frame or utilize framing techniques to enclose any trademark or logo or other portion of the Mobile application or Services (including images, text, page layout or form);

Use any metatags or other "hidden text" using our name or trademarks;

Modify, translate, adapt, merge, or make derivative works of any part of the Mobile application or Services except to the extent the foregoing restrictions are expressly prohibited by applicable law;

Access the Mobile application or Services in order to build a similar or competitive website, product, or service;

Except as expressly allowed herein, copy, reproduce, distribute, republish, download, display, post, or transmit, in any form or by any means, any part of the Mobile application or Services;

Remove or destroy any copyright notices or other proprietary markings contained on or in the Mobile application or Services (or on any content displayed on the Mobile application or Services);

Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tool, program, algorithm, or methodology to access, acquire, copy, or monitor the Mobile application or Services, or any portion thereof, without Clerkie Advisory LLC's express written consent, which may be withheld in Clerkie Advisory LLC's sole discretion;

Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars, or intelligent agents) to navigate or search Clerkie.io or the Clerkie mobile applications, other than the search engines and search agents available through our Services and other than generally available third-party web browsers (such as Microsoft Explorer);

Post, upload, distribute, or transmit to or through the Mobile application or Services any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of Clerkie.io, the Clerkie mobile application or our Services;

Use the Mobile application or Services to harvest, collect, gather, or assemble information or data regarding other users without their consent;

Interfere with, disrupt, or create an undue burden on servers or networks connected to the Mobile application or Services, or violate the regulations, policies, or procedures of such networks;

Attempt to gain unauthorized access to the Mobile application or Services;

Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Mobile Application or Services; or take any action or make available any User Content on or through the Mobile application or Services that: (A) violates any third-party right; or (B) is in violation of any laws, or obligations or restrictions imposed by any third party.

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH OR PROVIDED THROUGH THE MOBILE APPLICATION OR SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND CLERKIE ADVISORY LLC AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SUPPLIERS, LICENSORS, AGENTS, SHAREHOLDERS, AND EMPLOYEES MAKE NO, AND HEREBY EXPRESSLY DISCLAIM ALL, CONDITIONS, REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED, AS TO THE MOBILE APPLICATION OR SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

NEITHER CLERKIE ADVISORY LLC NOR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SUPPLIERS, LICENSORS, AGENTS, SHAREHOLDERS, OR EMPLOYEES MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, STATUTORY, EXPRESS, OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THE SITE, APP OR THE SERVICES, THAT THE SITE, APP OR THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SITE, APP OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE, APP OR THE SERVICES WILL BE CORRECTED, THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SITE, APP, OR THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT, OR EXPROPRIATE ANY SYSTEM, DATA, OR PERSONAL INFORMATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS. ANY EXPECTED RETURNS, PROJECTED INVESTMENT FEE SAVINGS, OR ANY OTHER HYPOTHETICAL PROJECTIONS MAY NOT REFLECT ACTUAL FUTURE PERFORMANCE. CLERKIE ADVISORY LLC DOES NOT GUARANTEE THE FUTURE PERFORMANCE OF YOUR ESRA OR ANY SPECIFIC LEVEL OF PERFORMANCE, THE SUCCESS OF ANY INVESTMENT DECISION OR STRATEGY THAT CLERKIE ADVISORY LLC MAY USE, OR THE SUCCESS OF CLERKIE ADVISORY LLC'S OVERALL MANAGEMENT OF YOUR ESRA. YOU UNDERSTAND THAT INVESTMENT DECISIONS MADE FOR YOUR ESRA BY CLERKIE ADVISORY LLC ARE SUBJECT TO VARIOUS MARKET, CURRENCY, ECONOMIC, POLITICAL, GEOPOLITICAL, ACTS OF TERRORISM, AND BUSINESS RISKS, AND THAT THOSE INVESTMENT DECISIONS WILL NOT ALWAYS BE PROFITABLE. ALL INVESTMENTS INVOLVE RISK AND MAY LOSE MONEY. YOUR INVESTMENTS WILL GO UP OR DOWN DEPENDING ON MARKET CONDITIONS.

15. NO LEGAL OR TAX ADVICE

NONE OF CLERKIE ADVISORY LLC, CLERKIE.IO, THE CLERKIE MOBILE APPLICATIONS OR OUR SERVICES ARE INTENDED TO PROVIDE LEGAL OR TAX ADVICE. CLERKIE ADVISORY LLC IS NOT A CUSTODIAN, BROKER-DEALER, LEGAL ADVISOR OR TAX ADVISOR. Before making any final decisions or implementing any recommendation from us, you should consider obtaining additional information and advice from your accountant, lawyer, or other advisor who are familiar with your individual circumstances.

16. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NONE OF CLERKIE ADVISORY LLC OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SUPPLIERS, LICENSORS, AGENTS, SHAREHOLDERS, OR EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, REVENUE, OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR USE OF OR ACCESS TO THE SITE, APP OR THE SERVICES, EVEN IF CLERKIE ADVISORY LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION INCLUDES, WITHOUT LIMITATION, THE TRANSMISSION OF

ANY VIRUSES, DATA, OR HARMFUL CODE THAT MAY AFFECT YOUR EQUIPMENT OR ANYONE ELSE'S EQUIPMENT, ANY INCOMPATIBILITY BETWEEN THE CLERKIE MOBILE APPLICATION OR CLERKIE.IO'S FILES AND YOUR BROWSER OR OTHER WEBSITE ACCESSING PROGRAM, OR ANY FAILURE OF ANY ELECTRONIC OR TELEPHONE EQUIPMENT, COMMUNICATION, OR CONNECTION LINES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, OR ANY FORCE MAJEURE.

TO THE EXTENT ALLOWED BY LAW, YOU AND CLERKIE ADVISORY LLC EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, THE LIABILITY OF CLERKIE ADVISORY LLC AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SUPPLIERS, LICENSORS, AGENTS, SHAREHOLDERS, OR EMPLOYEES TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO THE TOTAL AMOUNT YOU HAVE PAID TO CLERKIE ADVISORY LLC IN FEES IN THE 12 MONTHS PRECEDING THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

You agree to indemnify and hold harmless Clerkie Advisory LLC and its parents, subsidiaries, affiliates, officers, directors, suppliers, licensors, agents, shareholders, and employees, from and against all losses, costs, liabilities, claims and expenses, including but not limited to reasonable attorney's fees, in whole or in part arising out of or attributable to your (a) use of, or inability to use, the Services; (b) violation of these Terms; (c) violation of applicable laws or regulations; (d) User Content; or (e) violation of any rights of another party. Each indemnified party reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify such party, and you agree to cooperate with the defense of these claims. You agree not to settle any matter without the prior written consent of the applicable indemnified party. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

18. ENDING YOUR RELATIONSHIP WITH CLERKIE ADVISORY LLC

Subject to this Section, these Terms will remain in full force and effect while you use the Services.

A Client may terminate their Account at any time.

To close your Account, visit your Clerkie profile settings and follow the instructions to close your Account. Your Account will be closed and your ability to log in deactivated immediately. Your Account data will be archived for at least three years or as otherwise required by federal securities laws, and then deleted. Your Custodian will maintain all ESRA records. The provisions of these Terms which by their nature should survive suspension or termination of your Account shall survive, including, without limitation, the provisions relating to Clerkie Advisory LLC's intellectual property rights, disclaimers, limitations of liability, governing law, arbitration, and waiver of class actions and jury trials.

We may suspend or terminate your rights to use the Services (including your Account) at any time for any reason at our sole discretion, including for any use of the Services in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Services will terminate immediately.

Clerkie Advisory LLC may immediately terminate your Account at any time by emailing or texting you written notice. In particular, Clerkie Advisory LLC may terminate your Account if you have breached any provision of your Agreement or these Terms (or have acted in a manner that clearly shows that you do not intend, or are unable, to comply with the provisions of your Agreement or these Terms).

19. MODIFICATIONS

Clerkie Advisory LLC may modify these Terms from time to time. We will notify you of changes to these Terms by posting the new Terms to clerkie.io and updating the “Last Updated” date above. If we make any material changes, we may notify you by sending you an email to the last email address you provided to us (if any). Any changes to these Terms will be effective upon the earlier of 30 calendar days following our dispatch of an email notice to you or posting of the new Terms (if applicable). These changes will be effective immediately for new users of the Services. Continued use of the Services following notice of such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. PLEASE REGULARLY CHECK THE MOBILE APPLICATION TO VIEW THE THEN-CURRENT TERMS.

20. BROWSER AND MOBILE OPERATING SYSTEM SUPPORT

Clerkie supports the two latest versions of iOS accessed exclusively on an iPhone and the following browsers: Chrome, Internet Explorer, Firefox, and Safari. We cannot guarantee the accuracy or functionality of any advice or information offered on the Mobile Application unless viewed in a supported browser or mobile device and associated operating system.

21. FEES AND PURCHASE TERMS

You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Such fees and charges include, without limitation, the fee for your subscription to the Services. Except as otherwise described herein or in our billing terms in effect at the time a fee or charge is due and payable, all fees are nonrefundable.

All payment information that you provide in connection with the Services must be accurate, current, and complete. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY PAYMENT CARD(S) OR OTHER PAYMENT MEANS USED TO PAY ANY FEE OR CHARGE. By providing us with your payment information, you agree that we are authorized to invoice you immediately for all fees and charges due and payable to us hereunder and that no additional notice or consent is required. You agree to notify us immediately of any change to your payment information. We reserve the right at any time to change our prices and billing methods, either immediately upon posting on the Mobile Application or by email delivery to you.

You will be responsible for paying any applicable taxes relating to your payments hereunder and will indemnify and hold us harmless from any and all taxes, including sales tax, based on any payments made or received by you in connection with the Services. Any taxes imposed on payments will be your sole responsibility. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes.

Your subscription to the Services will continue indefinitely until terminated in accordance with these Terms. **After your initial subscription period, and again after any subsequent subscription period, your subscription will**

automatically commence on the first day following the end of such period (each a “Renewal Commencement Date”) and continue for an additional equivalent period, at our then-current price for such subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription at any time prior to the Renewal Commencement Date by closing your Account (see Section 18 above). If you cancel your subscription, your subscription will immediately terminate. By subscribing, you authorize us to charge your method of payment now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if we do not receive payment, (i) you agree to pay all amounts due on your Account upon demand, and/or (ii) you agree that we may either terminate or suspend your subscription and continue to attempt to charge your method of payment until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

22. THIRD PARTY LINKS

The Services may contain links to third-party websites and services (collectively, “Third-Party Links”). Such Third-Party Links are not under our control, and we will not be liable for any Third-Party Links. We provide access to these Third-Party Links only as a convenience to you, and we do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk, and should apply a suitable level of caution and discretion in doing so.

23. GOVERNING LAW & ARBITRATION

Except to the extent that it is preempted by federal law, the laws of the State of California, consistent with the Federal Arbitration Act, will govern the construction, validity, and administration of your Agreement and these Terms, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. However, nothing in your Agreement or these Terms will be construed contrary to the Investment Advisers Act of 1940.

If a dispute or claim arises relating to your use of the Mobile application or Services or these Terms (“Dispute”), you agree to contact Clerkie Advisory LLC to give us the opportunity to resolve the Dispute. Either party may request arbitration if such Dispute cannot be resolved within 60 days after presenting the Dispute to the other party. All Disputes that cannot be resolved informally (excluding claims for injunctive or other equitable relief as set forth below) shall be resolved by binding arbitration on an individual basis under the terms of this Section. This Section applies to you and Clerkie Advisory LLC, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under these Terms.

The arbitration of any Dispute shall be initiated through the American Arbitration Association and conducted in accordance with the then current and applicable rules of the American Arbitration Association as modified by this Agreement (the “Arbitration Rules”). The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than US\$10,000.00 may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is US\$10,000.00 or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the United States, the arbitrator shall give the parties reasonable notice of the date, time, and place of any oral hearing. The arbitrator may not award relief in excess of or contrary to what these Terms provide, order consolidation or arbitration on a class wide or representative basis, award punitive or consequential damages or any other damages aside from the prevailing party’s actual damages, or order injunctive or declaratory relief, except that the arbitrator may award on an

individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any arbitration shall be confidential, and none of you, Clerkie Advisory LLC or the arbitrator may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. If any portion of this Section is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the American Arbitration Association.

Notwithstanding the foregoing, Clerkie Advisory LLC may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights in any court of competent jurisdiction.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL DISPUTES MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, and instead elect that all claims and disputes shall be resolved by arbitration under this Section. In the event any litigation should arise between you and Clerkie Advisory LLC in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND CLERKIE ADVISORY LLC WAIVE ALL RIGHTS TO A JURY TRIAL, and instead elect that the dispute be resolved by a judge.

In any circumstances where these Terms permit the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Santa Clara county, California, for such purpose.

In no way shall these Terms constitute a waiver or limitation of rights that you may have under federal or state securities laws to pursue a remedy by other means.

24. MISCELLANEOUS

These Terms, together with the Agreement, constitute the entire agreement between you and us regarding the use of the Site, App, and the Services. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision contained in your Agreement or these Terms is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of your Agreement or these Terms and the invalid, illegal, or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Our failure to enforce a provision of these Terms is not a waiver of our right to do so later.

Neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. We may freely assign these Terms. The terms and conditions set forth in these Terms will inure to the benefit of and be binding upon permitted assignees.

The Services may be subject to United States export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from us, or any products utilizing such data, in violation of the United States export laws or regulations.

We are located at: 619 7th Street, San Francisco, CA 94103. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

We will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

All trademarks, logos and service marks (“Marks”) displayed on the Mobile Application or used in connection with the Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party that may own the Marks.

25. INVESTOR EDUCATION & PROTECTION

Part 1 and Part 2A of our Form ADV are available on the SEC’s website (www.adviserinfo.sec.gov). Alternatively, you can request a copy of Part 2A of our Form ADV by emailing us at: support@clerkie.io. BrokerCheck reports about Clerkie Advisory LLC and our advisors are available on FINRA BrokerCheck at <https://brokercheck.finra.org/>. You can also call the BrokerCheck hotline at (800) 289-9999 or access the FINRA website for more information at www.finra.org.

26. BUSINESS CONTINUITY STATEMENTS

Clerkie Advisory LLC has developed a business continuity plan that will enable us to continue to meet our responsibilities and manage critical business operations when we are affected by natural disasters, power outages, or other significant events.

Clerkie Advisory LLC makes no representations or warranties that our Services will continue without interruption in all circumstances.

Our plans address the actions and considerations that will be taken in response to a significant disruption. Our initial priority will be the safety and security of our employees and business partners. Account access will be restored as soon as possible, followed by other critical business operations. **YOU CAN ALWAYS ACCESS YOUR ESRA DIRECTLY THROUGH YOUR CUSTODIAN.**

If there is a location disruption such as due to tornado or fire, our plans call for us to establish operations at an alternate location.

We maintain sophisticated backups of all our data in a secondary location so that any regional disruption will not affect our data integrity. We intend for Account access to be available through this secondary location if our primary location should suffer a disruption.

27. QUESTIONS OR CONCERNS

If you have questions, concerns, general comments, or feedback for these Terms, our Privacy Policy or any security concern, send an email to: support@clerkie.io.