

Foris Capital US LLC Terms & Conditions

As used in these Terms & Conditions, “Foris Capital” means Foris Capital US LLC and its in-application and web experiences.

These Terms and Conditions are in addition to any other agreements between you and Foris DAX, Inc. and its affiliates, including but not limited to the Crypto.com services provided by Foris DAX, Inc., including any customer or account agreements and any other agreements that govern your use of software, products, goods, services, content, tools, and information provided by such Foris Capital affiliate(s).

General

The Foris Capital website and mobile application (collectively, the “Service”) 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 Foris Capital, 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 “Third-Party Provider” and collectively, the “Third-Party Providers”). Such Content (“Third-Party 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 Third-Party Providers’ websites.

Acceptance of Terms and Conditions

By using the Service and the Content, you agree to follow and be bound by these Terms and Conditions, including the policies referenced herein. Customers of Foris Capital are granted additional levels of access to the website and their relationship with Foris Capital is governed by additional agreements and terms of use, such as the Customer Agreement that governs their account(s).

Disclaimer and Limitations of Liability

The Content and the Service are provided on an “as is” and “as available” basis. To the fullest extent permitted under applicable law, Foris Capital and the Third-Party Providers expressly disclaim all warranties of any kind with respect to the Content and the Service, whether express or implied, including, but not limited to, the implied warranties of

merchantability, fitness for a particular purpose and non-infringement. Neither Foris Capital nor Third-Party Providers guarantee the accuracy, timeliness, completeness or usefulness of any Content. You agree to use the Content and the Service only at your own risk.

Neither Foris Capital nor the Third-Party Providers explicitly or implicitly endorse or approve any Third-Party Content. Third-Party Content is provided for informational purposes only.

The Content is not intended to provide financial, legal, tax or investment advice or recommendations, unless specifically identified as an individualized recommendation in writing. You are solely responsible for determining whether any self-directed investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

FORIS CAPITAL AND THE THIRD-PARTY PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FORIS CAPITAL OR ANY THIRD-PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OF OR THE INABILITY TO USE THE CONTENT OR THE SERVICE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (3) ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS OR DATA DUE TO YOUR CONDUCT, INACTION OR NEGLIGENCE; OR (4) ANY OTHER MATTER RELATING TO THE CONTENT OR THE SERVICE.

Foris Capital US LLC is a broker-dealer registered with the Securities Exchange Commission and a Member of FINRA and SIPC. Foris Capital is a separate entity from Crypto.com, Foris DAX, Inc., and other affiliated Foris companies. Foris Capital does not engage in the sale, transfer or custody of crypto currencies or digital assets. Crypto.com is a separate entity from Foris Capital and does not engage in the securities business. Customer balances and crypto holdings held and transacted at Crypto.com and other entities outside of Foris Capital are not covered by SIPC insurance and are separate from securities transactions and holdings at Foris Capital.

Self-Directed Accounts

Foris Capital provides self-directed investors with discount brokerage services and, unless clearly identified in writing to you as an individualized recommendation, Foris Capital does not make recommendations or offer investment advice of any kind. As a self-directed investor, you are solely responsible for evaluating the merits and risks associated with the use of any Content

provided through the Service before making any decisions based on such Content. You agree not to hold Foris Capital or any Third-Party Provider liable for any possible claim for damages arising from any self-directed decision you make based on the Content or other information made available to you through the Service or any Third-Party Provider websites. Past performance data should not be construed as indicative of future results.

U.S. Residents Only

The Content and the Service are intended for United States residents only. They shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal.

Content

Content posted on the Service is published as of its stated date or, if no date is stated, the date of first posting. Neither Foris Capital nor the Third-Party Providers have undertaken any duty to update any such information.

Foris Capital does not prepare, edit, or endorse Third-Party Content. Foris Capital does not guarantee the accuracy, timeliness, completeness or usefulness of Third-Party Content, and is not responsible or liable for any content, advertising, products, or other materials on or available from third-party sites.

You will not hold Foris Capital and/or any Third-Party Provider liable in any way for (a) any inaccuracy of, error or delay in, or omission of the Content; or (b) any loss or damage arising from or occasioned by i) any error or delay in the transmission of such Content; ii) interruption in any such Content due either to any negligent act or omission by any party to any “force majeure” (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), or iii) to any other cause beyond the reasonable control of Foris Capital and/or Third-Party Provider, or iv) non-performance.

Any price quotes may be delayed 20 minutes or longer, according to the rules and regulations applicable to exchanges and Third-Party Providers. Neither Foris Capital nor the Third-Party Providers make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes. Neither Foris Capital nor the Third-Party Providers make any representations, warranties or other guarantees as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investment.

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You acknowledge that Foris Capital is the sole owner of Foris Capital Marks and that other Marks are the property of their respective owners. You agree that you will not use any Marks for any purpose without the prior express written consent of the respective owners.

Termination; Modification

You agree that, without notice, Foris Capital may terminate these Terms and Conditions, or suspend your access to the Service or the Content, with or without cause at any time and effective immediately. These Terms and Conditions will terminate immediately without notice from Foris Capital if you, in Foris Capital's sole discretion, fail to comply with any provision of these Terms and Conditions. Foris Capital shall not be liable to you or any third-party for the termination or suspension of the Service or the Content, or any claims related to such termination or suspension. Foris Capital and/or the Third-Party Providers may discontinue or modify the Content, or any portion thereof, at any time. You release and agree to indemnify and hold harmless Foris Capital, and the Third-Party Providers, for any loss or damages arising from or relating to such discontinuation or modification.

Communications

By using the Service or the Content, you consent to any form of recording and retention of any communication, information and data exchanged between you and Foris Capital or its representatives or agents.

All communications made at or through the Forums are public. Reliance on any Third-Party Content available on or through the Forums is at your own risk. When discussing a particular company, stock or security in the Forums, you agree to reveal any ownership interest in such company, stock or security. Without limitation, you agree not to do any of the following:

- a. upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (including, but not limited to, any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, (i) a Foris Capital or Third-Party Provider manager, employee, agent, or representative or (ii) forum leader, guide or host;
- d. falsely state or otherwise misrepresent your affiliation with any person or entity;
- e. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material;
- f. upload, post or otherwise transmit any material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- g. upload, post or otherwise transmit any material that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
- h. upload, post, or transmit unsolicited commercial email or “SPAM,” including, but not limited to, unethical marketing, advertising, or any other practice that is in any way connected with SPAM, such as: (1) sending mass email to recipients who haven't requested email from you or with a fake return address; (2) promoting a site with inappropriate links, titles, or descriptions; or (3) promoting any site by posting multiple submissions in forums that are identical;
- i. upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any regulations having the force of law;
- l. “stalk” or otherwise harass another;
- m. collect or store personal data about other users of the Service;
- n. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty;
- o. promote, offer for sale or sell any security or item, good or service that i) violates any applicable federal, state, or local law or regulation, ii) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or iii) Foris Capital or the Third-Party Providers determine, in their sole discretion, is inappropriate for sale;
- p. use the Forums as a forwarding service to another website; or
- q. access or otherwise use the Forums in any unlawful manner, for any unlawful purpose or in violation of these Terms and Conditions.

External Links

Foris Capital and/or the Third-Party Providers may provide links to other websites or resources. Because neither Foris Capital or the Third-Party Providers have any control over such sites and resources, you acknowledge and agree that neither Foris Capital nor the Third-Party Providers are responsible for the availability of such external sites or resources. Foris Capital and the Third-Party Providers do not endorse and are not liable for any content, advertising, products, or other materials on or available through such sites or resources. You further acknowledge and agree that neither Foris Capital nor the Third-Party Providers shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Applicable Policies

In addition to these Terms and Conditions, your access to and use of the Content and the Service is subject to Foris Capital's then-current policies relating to the Content and the Service, including, without limitation, the Foris Capital Privacy Policy available on the Service. You agree to be bound by these policies and all other Foris Capital policies applicable to the access and use of the Content and the Service.

By using the Service, you are consenting to have your personal data transferred to and processed by Foris Capital and its affiliates. As part of providing you the Service, Foris Capital may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Service, which you may not be able to opt-out from receiving.

Indemnification

You will indemnify and hold harmless Foris Capital and the Third-Party Providers, and the officers, directors, agents, partners, employees, licensors, distributors, and representatives of Foris Capital and the Third-Party Providers, from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to your access and/or use of, or interaction with the Content (including, without limitation, Third-Party Content), or any act, error, or omission of your use of your account or any user of your account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

Revisions

Foris Capital may at any time revise these Terms and Conditions by updating this document. You agree to be bound by subsequent revisions and agree to review these Terms and Conditions periodically for changes. The most updated version of this document will be available for your review under the "Foris Capital Terms and Conditions" link that appears on the Foris Capital website and mobile application.

Dispute Resolution; Binding Arbitration; Class Waiver

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Foris Capital and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under these Terms. In addition, arbitration precludes you from suing in court or having a jury trial.

No Representative Actions; Class Waiver

You and Foris Capital agree that any dispute, including but not limited to disputes arising out of or related to these Terms or our Services is personal to you and Foris Capital and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Arbitration of Disputes

Except for small claims disputes in which you or Foris Capital seeks to bring an individual action in small claims court located in the county of your residence, as determined by the records maintained by Foris Capital for your account, or disputes in which you or Foris Capital seek injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Foris Capital waive your rights to a jury trial and to have any dispute resolved in court. This agreement to arbitrate disputes includes, but is not limited to, any and all claims for relief and theories of liability between you and Foris Capital, whether based in contract, tort, fraud, negligence, regulation, or ordinance; claims for relief under any state or federal statutes, including, but not limited to, the federal and any state analogs of the Telephone Consumer Protection Act, the Fair Credit Reporting Act, Fair and Accurate Credit Transactions Act, and other statutes, including state and federal statutes relating to the collection of personal and/or biometric data; claims for common law fraud, misrepresentation, or any other legal or equitable theory arising out of your relationship with Foris Capital, and/or any interactions between you and Foris Capital. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Notice Requirement

For any dispute or claim that you have against Foris Capital or relating in any way to the Services, you may either proceed directly to arbitration, or you may first contact Foris Capital and attempt to resolve the claim informally by sending a written notice of your claim ("Notice") to Foris Dax, Inc. by email at contact@foriscapital.com or by certified mail addressed to 110 N College Ave., Suite 500, Tyler, Texas 75702. If you elect to pursue pre-arbitration resolution through the Notice option, the Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Foris Capital shall also have the option, but not the requirement, to pursue informal pre-arbitration resolution with you through the Notice process set forth herein. Our notice to you, as and if applicable, will be similar in form to that described above. If you and Foris Capital cannot reach an agreement to resolve the claim through the Notice process, or if you or Foris Capital decide to immediately proceed to arbitration without pursuing pre-arbitration resolution through the Notice process, then either party may submit the dispute to binding arbitration administered by the American Arbitration Association ("AAA"), or, under the limited circumstances set forth above, in court. All disputes submitted to AAA will be resolved through confidential, binding arbitration before one arbitrator, unless they qualify for different treatment pursuant to the sections below. Arbitration proceedings will either be held in Miami-Dade County, Florida, or may be conducted telephonically or via video conference, if you agree. For disputes alleging damages less than \$30,000, the dispute will be decided on the basis

of the parties' written submissions and no final hearing or in person proceedings will be required absent the consent of both parties. With respect to the disputes of \$30,000 or more, AAA shall designate an arbitrator who maintains his or her primary residence in the State of Florida. The most recent version of the AAA Rules are available on the AAA website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the AAA Rules or waive your opportunity to read the AAA Rules and waive any claim that the AAA Rules are unfair or should not apply for any reason.

Mass Arbitration

To the extent that multiple arbitrations are filed against Foris Capital and qualify as "Mass Arbitrations" pursuant to the AAA's Mass Arbitration Supplementary Rules, then such rules shall apply to the arbitration proceeding(s).

Applicability of the Federal Arbitration Act and Delegation Provision

You and Foris Capital agree that these Terms affect interstate commerce and that the enforceability of this Section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. You and Foris Capital clearly and unmistakably agree that the arbitrator shall have the power to rule on his or her own jurisdiction, the existence, scope, validity, and arbitrability of these Terms, and which rules to apply in the arbitration pursuant to the provisions in this Section. This delegation provision shall be deemed a contract entered into under the laws of the State of Florida and will be governed by the laws of the State of Florida together with the Federal Arbitration Act.

Confidentiality

The arbitrator, Foris Capital, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision. This section does not limit your ability to communicate with the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority or other regulators as appropriate.

Attorneys' Fees and Costs

The parties shall bear their own attorneys' fees in arbitration unless the arbitrator finds that either the substance of the dispute or the relief sought in the request was frivolous or was brought for an improper purpose (as measured by the standards set forth by Florida law). If you or Foris Capital need to invoke the authority of a court of competent jurisdiction to compel arbitration,

then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable attorneys' fees incurred in securing an order compelling arbitration.

Fees; Appellate and Enforcement Jurisdiction

You and Foris Capital agree that for any individual arbitration you initiate, you will pay the filing fee and Foris Capital will pay the remaining AAA fees and costs, unless otherwise stated. For any Mass Arbitration (see above), the parties' respective responsibilities for AAA fees and costs shall be determined pursuant to the AAA Mass Arbitration Supplementary Rules. You and Foris Capital agree that the state or federal courts of the State of Florida and the United States sitting in Miami-Dade County, Florida have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Governing Law in Arbitration Proceeding

The arbitrator shall apply the law of the State of Florida to all substantive issues in the dispute; provided, however, that in the event that the law of the State of Florida shall be deemed unenforceable due to the law of the state in which the customer resides, the arbitrator shall apply the law of the state in which the customer resides. Notwithstanding anything herein to the contrary, the arbitrator shall apply the laws of the State of Florida and the FAA to interpret and enforce these Terms to arbitrate disputes and each of its provisions, including with regard to any issues over acceptance of these Terms to arbitrate disputes. Judgment on the award rendered may be entered by any court of competent jurisdiction.

Right to Opt Out of Binding Arbitration

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted these Terms by sending a written opt-out notice via certified mail to 110 N College Ave., Suite 500, Tyler, Texas 75702. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt-out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with the applicable terms of this Section.

Severability

If any portion of this Section is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section is found to prohibit an individual claim seeking public injunctive relief,

that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section will be enforceable.

Application of Terms to Disputes

Notwithstanding anything to the contrary in these Terms, and to the extent not prohibited by law, this Section shall apply to all disputes, whether now existing or hereafter arising, whether related to any matter occurring prior to or after the Effective Date hereof, arising from or in connection with your use of the Foris Capital App Services.