

# MARKET CARROT INC. TERMS OF USE AGREEMENT

Last updated on September 1st, 2015

Market Carrot is an investment account portfolio tracker. We allow users to add their investment accounts to Market Carrot so they can see all of their portfolios in one place. We believe that our services will help investors get a better idea of well they are investing their money. We look forward to having you join our community; however, before you get started we want you to review the important Terms of Use Agreement below along with our Private and Security Statement.

## Terms of Use Agreement

### 1. Agreement and Acceptance of Terms

This Terms of Use Agreement, along with any exhibits, disclosures, addendums or amendments hereto, as the same may be amended or modified from time to time (collectively, the **"Agreement"**) constitutes an agreement between you (**"you"**, **"your"**, **"user"** or **"client"**) and Market Carrot Inc., a California corporation, and/or its affiliates (**"Market Carrot"**, **"Company"**, **"we"**, **"us"** or **"our"**) which sets forth the terms and conditions applicable to your access and use of our website located at [www.marketcarrot.com](http://www.marketcarrot.com) (**"Website"**) and our other services described in section 3 of this Agreement, that we offer to you (each, a **"Service"**).

The Website is a copyrighted work belonging to Market Carrot and certain features of the Website may be subject to additional guidelines, terms, or rules, which will be posted on the Website in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement.

Your use of the Website and/or Services is also subject to our Privacy and Security Statement which addresses how we gather, use, disclose and manage your personal information.

Please read this Agreement and our Privacy and Security Statement carefully. **THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR IN SECTION 17 OF THIS AGREEMENT.**

By accessing or using the Website or any Service, you understand and agree to be bound by the terms and conditions of this Agreement and the Privacy and Security Statement as they may be amended from time to time in the future. If you do not agree to this Agreement, then you may not use the Services. You also agree that:

- You are able to enter into legally binding contracts, and you agree that this Agreement legally binds you in the same manner that a signed, written, paper contract does. You may not use the Website or Services in any

manner or attempt to access the Website or any Service if you are not willing to be bound and abide by this Agreement.

- WE ARE NOT RESPONSIBLE FOR THE FINANCIAL OR OTHER PRODUCTS AND SERVICES OR FOR THE ACCURACY OF THE DATA OBTAINED FROM THIRD-PARTY SITES THAT ARE DISPLAYED OR REPORTED THROUGH OUR WEBSITE OR ANY OF OUR SERVICES. WE ARE ALSO NOT RESPONSIBLE FOR ANY ERRORS OR INACCURACIES OF ANY CALCULATION PERFORMED BASED ON DATA WE RECEIVE FROM YOUR ACCOUNTS. While the Website and Services provided by Market Carrot may provide significant assistance in helping you manage your finances, you should consult with a professional financial advisor before making investment decisions or deciding on significant changes to your personal financial strategy.
- We reserve the right to change or modify this Agreement or our Privacy and Security Statement, or modify or discontinue any portion of the Services or features and functionality provided through the Website, from time to time. If we decide to change this Agreement or our Privacy and Security Statement, we will post such changes on the Website, and such changes will be effective at such time. We reserve the right to modify or temporarily discontinue your access to the Website or portion thereof, or any Service, with or without prior notice to you. You agree that we shall not be liable to you or any third party for any modification of the Website, the Services, this Agreement, or your access to the Website or Services.
- The Website and Services are intended to be accessed and used only by individuals that have reached the legal age of majority in the jurisdiction where they are located, which may be 18 years or older, depending on the jurisdiction. You may not use or access this Website or any Service unless you have reached the legal age of majority in the jurisdiction where you are located.

## **2. About Market Carrot**

Market Carrot Inc. is a California corporation, established September 2, 2014, and headquartered at 645 High Street, Palo Alto, California 94301. Market Carrot is an investment account tracker which helps users get a better idea of how well they are doing with their investments. We take your investment transactions and perform various calculations with the intent of giving you different ways to view your investment performance.

## **3. Description of our Services**

Our Services are comprised of investment account aggregation, user rankings and performance score calculation and are delivered to you through our Website, marketing partners, and through communications with our representatives.

## **4. Website and Services - Disclaimers**

By using the Services, you understand and acknowledge that we are not advocating a particular investment approach, and that all data provided by you to us on our Website is for the purpose of helping you analyze your past performance. All investments entail a risk of loss and you may lose money. You also understand that all investments are subject to various market, currency, economic, political, business and other risks. Investments, particularly those in international stocks and stocks of smaller companies, present numerous risks, can be very volatile and can result in a loss of principal. International investments include risks of currency fluctuation, political and economic instability and differences in financial reporting in addition to the risks present in domestic investments. Investments in smaller companies may involve greater risks than investments in larger, more mature companies. The value of debt securities frequently is reduced (sometimes dramatically) by increases in interest rates. While the financial insights we provide may assist in helping you manage your finances, you should consult with a professional investment advisor before making investment decisions or deciding on significant changes to your personal financial strategy. Market Carrot is not responsible for any financial losses that may have resulted directly or indirectly from any decisions made by you that may have been influenced by anything that was presented to you on our Website.

Our Services include performing various calculations on your investment account and providing you with a performance score that we call the "Carrot Score"; however, we are not responsible for any errors in calculating your Carrot Score, nor are we implying that a certain score means something. Please consult a financial advisor for investment advice. Market Carrot is not a registered investment advisor. We do not give financial advice and nothing on our Website should be construed as giving our users financial advice. We are not responsible for any errors in getting your transactions from your investment accounts, nor are we responsible for any errors in the graphs or charts or scores or user rankings that we present to the user.

## **5. Your Registration Information**

In order to use certain features on our Website or any of the Services, you will first need to create a Market Carrot Account ("Account") through the Website. To establish an Account you must provide personally identifiable information ("Personal Information") that is collected on the secure enrollment page. See the Privacy and Security Statement for further information.

If you choose to add your investment account(s) to your Account, in addition to the Personal Information we collect from you to establish your Account we may ask you for certain information, including, but not limited to, your full legal name, contact information, birth date, Social Security Number, citizenship, investment objectives, approximate net worth, and other regulatory disclosures that may be necessary and required under Federal and certain statutory law. We may also ask for account numbers and login credentials for the accounts (bank or brokerage) you

choose to link to your Account, any challenge and/or security questions associated with those accounts and any information contained in those accounts (including account balances, transactions and holdings); however, we do not store any of this information relating to your investment accounts on our servers and use a compliant third-party financial data platform to connect us with your financial institutions.

You represent and warrant that: (a) all required information about yourself and your accounts maintained at other websites that you submit when establishing your Account is truthful, accurate, current and complete; (b) you will maintain the accuracy of such information and keep it up to date; (c) you are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account (see also Section 8); (d) you are the legal owner of the account you are adding to Market Carrot; and (e) you will not misrepresent your identity or your account information. You may delete your Account at any time, for any reason, by emailing us at support@marketcarrot.com. We may terminate your Account in accordance with Section 15.

## **6. Your Electronic Disclosure Consent**

By providing your email to enroll for use of our Services, you consent to receive all notices and information regarding Market Carrot Services electronically. Electronic communications may be posted on our Website and/or delivered to your registered e-mail address. All communications in electronic format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the communication. Your consent to receive communications electronically is valid until you end your relationship with Market Carrot as stated in Section 15. It is your responsibility to provide us with true, accurate and complete e-mail addresses, contact and other information related to this disclosure and to maintain and update promptly any changes in this information. You may print a copy of any electronic communications and retain it for your records. We reserve the right to terminate or change the terms and conditions on which we provide electronic communications and will provide you notice thereof in accordance with applicable law.

## **7. Data and Data Integrity**

The overall integrity and quality of the data presented by Market Carrot to you is an important element in providing you with a high quality and accurate picture of your personal finances. Market Carrot, however, is not responsible for and cannot guarantee the accuracy or timeliness of Account information we retrieve on your behalf directly, from third party technology providers, from third party financial institutions where your accounts are held, or from third party research/market data providers used to provide the Services.

Market Carrot may not be able foresee or anticipate technical or other difficulties which may result in failure to obtain data, personalization settings or other service interruptions. Market Carrot assumes no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, loss of user data, communications or personalization settings.

## 8. Other Obligations While You Use the Services

Confidentiality: You agree and understand that you are responsible for maintaining the confidentiality of your Login information and password. You should also maintain appropriate antivirus and anti-malware software on your computer, so that your Login information is not compromised through your own negligence. If you receive evidence that someone has committed fraud by accessing your online Market Carrot Account you must contact us IMMEDIATELY at support@marketcapital.com.

Accurate and Up-to-Date Information: Our Services depend on your providing us with complete, accurate and up-to-date information, both now and in the future about yourself and your accounts. In turn, we will provide you with online security as described in our Privacy and Security Statement. Those assurances are conditioned upon your provision of correct contact and account information to us, and never misrepresenting to us your identity or account registration information (e.g., for the use of your third-party websites and accounts).

You agree that you will NOT do any of the following: (i) engage in behavior that will put your personal information at unnecessary risk, such as leaving, transmitting, or publishing your Login or passwords; (ii) use our Website, Services or any of your accounts for illegal purposes, (iii) use our Website or Services to transmit anything that is unlawful, libelous, intended to harass or violate the rights of another; (iv) resell or make any commercial use of the Website or Services, whether in whole or in part, as they are intended solely for your use as an end user; (v) copy, reproduce, distribute, modify, make derivative works of, disassemble, reverse compile or reverse engineer any technology associated with the Website or Services, including but not limited to any software applications, Java applets or plug-ins associated with the Services; (vi) use any robot, spider, web crawler, scraper, deep link or similar automated extraction or data gathering mechanism, program or tool to access, copy or monitor our Website or Services or any portion thereof without our prior written consent; (vii) post or transmit any file or email which contains viruses, worms, Trojan horses or any other damaging or destructive elements; (viii) transfer or resell our Website or Services; or (ix) access the Website in order to build a similar or competitive website, product, or service. Unless otherwise indicated, any future release, update, or other addition to functionality of the Website shall be subject to this Agreement. All copyright and other proprietary notices on the Website (or on any content displayed on the Website) must be retained on all copies thereof.

Consent to Recording. You consent to the recording of any electronic or written correspondence and any or all telephone conversations between you, us and any of our Affiliates in connection with this Agreement or the Services and agree and understand that recordings may be submitted in evidence in any legal proceeding relating to this Agreement. For compliance and regulatory purposes, we reserve the right to keep an audit trail of all financial insights or investment advice that we provided to you.

Content You Provide And Is Derived by Use of the Website and Services. You are licensing to Market Carrot and its service providers ("Service Provider") any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the Website or otherwise while receiving the Services. Market Carrot and Service Provider may use, modify, display, distribute and create new material using such Content to provide the Website and Services to you. Market Carrot and Service Provider may also use, sell, license, reproduce, distribute and disclose aggregate, non-personally identifiable information that is derived through your use of the Website and Services. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Market Carrot and Service Provider may use the Content for the purposes set out above.

Third Party Accounts. By using the Website and Services, you authorize Market Carrot and Service Provider to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Market Carrot and Service Provider a limited power of attorney, and you hereby appoint Market Carrot and Service Provider as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN MARKET CARROT OR SERVICE PROVIDER ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, MARKET CARROT AND SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through the service.

## 9. Feedback and Confidential Information

We always welcome your correspondence, feedback, comments, complaints and suggestions (collectively, "Feedback") as this will help us improve our Services. You agree that all Feedback becomes our confidential information ("Confidential Information"). In addition, any of our trade secrets, computer software, product specifications as well as any non-public technical, financial or business information that we share with you is also our Confidential Information. You agree not to disclose or share any of our Confidential Information with any third party, including, without limitation, any members of the press or colleagues. Feedback may be submitted to support@marketcarrot.com.

## 10. Third Party Software and Service Providers

To facilitate our provision of the Website and Services, we license software, tools and services from third-party providers. From time to time, we may revise this Agreement as requested by our third party providers and require that you agree to additional pass-through terms with respect to such third party providers. In the event that any use of the services of such third party providers results in you leaving our Website and entering the site of a third party provider, then you will be subject to the terms of service or use and the privacy policy of such third party provider, so please review such terms carefully. Also, when you use or access the sites of your financial services providers, you will be subject to their terms of use/service and online policies, and your use of their services constitutes your agreement to their online terms and policies. Market Carrot may provide experiences on social media platforms such as Facebook®, Twitter® and LinkedIn® that enable online sharing and collaboration among users who have registered to use them. Any content you post, such as pictures, information, opinions, or any personal information that you make available to other participants on these social platforms, is subject to the terms of use and privacy policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

## 11. Third-Party Offers; Third-Party Links and Advertisements

Some parts of the Services may, either today or in the future, be supported by advertising or marketing partnership relationships. We will always disclose when a particular Market Carrot third party offer is sponsored or when a third party compensates Market Carrot in connection with the sponsored offer.

The Website may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "**Third-Party Links & Ads**"). Such Third-Party Links & Ads are not under the control of Market Carrot, and Market Carrot is not responsible for any Third-Party Links & Ads. We provide access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the

Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

You hereby release and forever discharge Market Carrot (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Website (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

## 12. Ownership, Copyright, and Trademark

Copyright © 2015 Market Carrot Inc. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Website 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 which may own the Marks.

The technology and content used to offer, or provided in connection with, the Services, including but not limited to our Website, browser software plug-in, smart phone software and tablet software, are either owned by us or licensed by us from third party licensors. Such content includes the look and feel of our Website, all our promotional materials, and in general include all text, graphics, photographs, illustrations, images, videos, tutorials, notices, software and other content, which is protected by the copyright law of the United States and international treaties, trademark and patent laws, and other intellectual property laws. As part of the Services, we grant you a nonexclusive, limited, royalty-free, revocable license during the term of this Agreement to use our Website content strictly to facilitate your personal, non-commercial use of our Services.

Market Carrot and the Market Carrot logo are our registered trademarks and service marks. All other product names and company logos found on promotional materials are the trademarks or service marks of their respective owners. Except as indicated in this section, you may not copy, reproduce, perform, create derivative works from, republish, upload, post, transmit, or distribute in any way whatsoever any of our content or information without our express, written consent. You also agree not to remove any of our copyright or trademark notices from the information we provide to you as part of the Services.



### 13. Disclaimer of Representation and Warranty; Disclaimer of Liability

NOTWITHSTANDING ANYTHING STATED IN THIS AGREEMENT TO THE CONTRARY, MARKET CARROT, ITS LICENSORS, SERVICE PROVIDERS AND AGENTS REPRESENT THAT THE MARKET CARROT SERVICES AND THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. MARKET CARROT, ITS LICENSORS, SERVICE PROVIDERS AND AGENTS ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS MADE BY YOU, OR ERRORS OR OMISSIONS IN THE CONTENT, INFORMATION OR OTHER DATA AND DOCUMENTS WHICH ARE REFERENCED BY, LINKED TO OR PROVIDED BY OR THROUGH THE SERVICES AND/OR THE WEBSITE. MARKET CARROT, ITS LICENSORS, SERVICE PROVIDERS AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITATION, MARKET CARROT AND ITS SERVICE PROVIDERS DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOUR USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM OUR WEBSITE IS AT YOUR SOLE RISK.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MARKET CARROT, ITS LICENSORS, SERVICE PROVIDERS AND AGENTS WILL NOT BE LIABLE FOR THE ACCURACY OR RELIABILITY OF ANY DATA, INFORMATION OR CONTENT, FOR ANY SERVICES INTERRUPTIONS, OR FOR ANY FAILURE OR DELAY RESULTING FROM ANY ACTS OF FORCE MAJEURE OR ACTS THAT ARE OTHERWISE OUTSIDE OF MARKET CARROT'S OR ITS LICENSORS', SERVICE PROVIDERS' OR AGENTS' REASONABLE CONTROL, OR ANY INTERNET OR TELECOMMUNICATIONS FAILURE OR YOUR INABILITY TO ACCESS THE SERVICES OR THE WEBSITE. NOR CAN MARKET CARROT OR ITS LICENSORS, SERVICE PROVIDERS OR AGENTS GUARANTEE THE COMPLETE SECURITY OF THE SERVICES OR THE WEBSITE, THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS OR THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. YOU AGREE THAT ANY DOWNLOADS OF CONTENT OR MATERIALS RELATED TO THE SERVICES OR THE WEBSITE IS DONE AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER/SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF OR ACCESS TO ANY SUCH MATERIALS. IN ADDITION, WE CANNOT ALWAYS ANTICIPATE TECHNICAL OR OTHER DIFFICULTIES WITH THE SERVICES, EITHER PRESENTLY OR AS THEY EVOLVE; THE SERVICES MAY CONTAIN BUGS, ERRORS OR OTHER PROBLEMS, WHICH MAY RESULT IN LOSS OF DATA OR SETTINGS.

IN ADDITION, MARKET CARROT, ITS LICENSORS, SERVICE PROVIDERS AND AGENTS MAKE NO WARRANTY THAT (i) THE WEBSITE AND SERVICES WILL MEET YOUR

REQUIREMENTS, (ii) THE WEBSITE AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE AND SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE AND SERVICES WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE AND SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MARKET CARROT OR SERVICE PROVIDER THROUGH OR FROM THE WEBSITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

NEITHER MARKET CARROT NOR ITS CONTENT PROVIDERS SHALL BE RESPONSIBLE FOR INVESTMENT AND OTHER FINANCIAL DECISIONS, DAMAGES, OR OTHER LOSSES RESULTING FROM USE OF THIS WEBSITE. NEITHER MARKET CARROT NOR ITS CONTENT PROVIDERS SHALL BE CONSIDERED AN "EXPERT" UNDER THE SECURITIES ACT OF 1933. NEITHER MARKET CARROT NOR ITS CONTENT PROVIDERS WARRANT THAT THE WEBSITE COMPLIES WITH THE REQUIREMENTS OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, THE SECURITIES AND EXCHANGE COMMISSION OR ANY SIMILAR ORGANIZATION OR REGULATOR OR WITH THE SECURITIES LAWS OF ANY JURISDICTION.

You agree that our Service Providers are third party beneficiaries of the above provisions, with all rights to enforce such provisions as if Service Provider were a party to this Agreement.

#### **14. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF MARKET CARROT, ITS LICENSORS, SERVICE PROVIDERS AND AGENTS TO YOU SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00). YOU AGREE THAT NEITHER MARKET CARROT OR SERVICE PROVIDER NOR ANY OF THEIR LICENSORS, AGENTS, AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF MARKET CARROT OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES,

RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE OR SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE OR SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE WEBSITE OR SERVICES; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF MARKET CARROT OR THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE WEBSITE OR SERVICES.

Some jurisdictions do not permit the limitation or exclusion of certain categories of liability, so some of the above limitations may not apply to you.

THE SERVICES MAY BE AVAILABLE THROUGH A COMPATIBLE MOBILE DEVICE, INTERNET AND/OR NETWORK ACCESS AND MAY REQUIRE SOFTWARE. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THESE REQUIREMENTS, INCLUDING ANY APPLICABLE CHANGES, UPDATES AND FEES AS WELL AS THE TERMS OF YOUR AGREEMENT WITH YOUR MOBILE DEVICE AND TELECOMMUNICATIONS PROVIDER. MARKET CARROT AND ITS SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

You agree that our Service Providers are third party beneficiaries of the above provisions, with all rights to enforce such provisions as if Service Provider were a party to this Agreement.

## **15. Ending Your Relationship with Market Carrot**

This Agreement will continue to apply until terminated by either you or us as set out below. If you want to terminate your legal agreement with us, you may do so by closing your account for the Services by emailing us at [support@marketcarrot.com](mailto:support@marketcarrot.com) from the email you used when registering with Market Carrot. After confirming you are the account owner we will remove your accounts, transactions, and login information from our records and will only continue to retain such information as we are required by law to retain.

We reserve the right to terminate our legal agreement with you (by providing an email notice of such termination): (i) if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend

to, or are unable to comply with the provisions of this Agreement); (ii) if we believe we are required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (iii) if we no longer offer any of the Services you utilize; (iv) if you no longer agree to the terms and conditions of this Agreement; or (v) for any other reason or no reason, in our sole and absolute discretion. The termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

## 16. Governing Law and Venue

This Agreement and any Services provided hereunder will be governed exclusively by the laws applicable in the State of California, excluding its provisions on conflicts or choice of law. Subject to the arbitration provision below, you irrevocably and unconditionally consent to submit to the exclusive jurisdiction and venue of the state courts in Santa Clara County, California or federal court for the Northern District of California with respect to any dispute or litigation arising under this Agreement or as the result of any Services.

## 17. Arbitration

Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for **MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER**.

(a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any Services provided by Market Carrot Inc., a California corporation (referred to in this Section 17 as the “Company”) that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, 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 provided under the Agreement.

(b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: 645 High Street, Palo Alto, California 94301. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until

after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("**AAA**"), an established alternative dispute resolution provider ("**ADR Provider**") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules ("**Arbitration Rules**") governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. 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 Ten Thousand U.S. Dollars (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 Ten Thousand U.S. Dollars (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 U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or \$2,500.00. 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 ADR Provider.

(d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) **Time Limits.** If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary

damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

**(g)** Waiver of Jury Trial. 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, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

**(h)** Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, 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.

**(i)** Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

**(j)** Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

**(k)** Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

**(l)** Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.

(m) Small Claims Court. Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court.

(n) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(o) Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(p) Courts. In any circumstances where the foregoing Arbitration Agreement permits 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

## 18. Claims of Copyright and Trademark Infringement

If you believe that your intellectual property is being used on the Website in a way that constitutes copyright infringement, please provide our Designated Agent (set forth below) the following information (as required by Section 512(c)(3) of the Digital Millennium Copyright Act):

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Market Carrot to locate the material on our Website.
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address, if different from your registered profile with Market Carrot.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The information specified above must be sent to Market Carrot's Designated Agent, whose contact information is as follows:

Attention: Privacy & Security  
Market Carrot Inc.  
645 High Street  
Palo Alto, California 94301

Call: 650-204-0112

Visit [www.marketcarrot.com](http://www.marketcarrot.com)  
Email us at [support@marketcarrot.com](mailto:support@marketcarrot.com)

Please note that Section 512(f) of the Digital Millennium Copyright Act may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please do not make false claims. Any information or correspondence that you provide may be shared with third parties, including the person who provided the allegedly infringing material. Upon receipt of a bona fide infringement notification by the Designated Agent, we will remove or disable access to the infringing material, notify the user that it has removed or disabled access to the material, and, for repeat offenders, to terminate such user's access to the Service.

If you believe that your content should not have been removed for alleged copyright infringement, you may send Market Carrot's Designated Agent a written counter-notice with the following information:

- Identification of the copyrighted work that was removed, and the location on the Website where it would have been found prior to its removal;
- A statement, under penalty of perjury, that you have a good faith belief that the content was removed as a result of a mistake or misidentification; and
- Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

If a counter-notice is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at our discretion.

## 19. Change of Terms

This Agreement is subject to occasional revision at any time, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Website. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the



notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to this Agreement will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Website. These changes will be effective immediately for new users of our Website. You agree that any of these means of our communicating a change in the Agreement constitutes adequate notice to you. Continued use of our Website following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

## **20. Indemnification**

You agree to indemnify, defend, fully compensate and hold us and any of our affiliates, licensors, Service Providers and agents, and all of their officers, directors, employees, agents, information providers and licensors harmless from and against any and all third-party claims, damages, liability and costs (including attorneys' fees and costs) incurred by any of these parties that arise out of or are caused by your use of our Services and/or our Website, your violation of this Agreement, your infringement of any intellectual property rights, or violation by any user of your Account. In the event that there are third party claims against you for which you properly seek damages from us under this Agreement, or we are subject to any claim for which we have the right to be indemnified by you, we reserve the right at our expense in the case of claims by third parties against you, and at your expense in the case of claims for which we have the right to be indemnified by you, to assume the exclusive defense and control of any such claim, and you agree that in any event no such claim can be settled without our written consent. You agree that our Service Providers are third party beneficiaries of the indemnification in this Section 20, with all rights to enforce such provisions as if Service Provider were a party to this Agreement.

## **21. Not a Legal or Tax Advisor**

Neither we nor our Services give, offer or render tax or legal advice. Before making financial or investment decisions, we recommend that you contact an investment advisor, or tax or legal professional.

## **22. Waiver and Severability**

We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

## **23. Section Headings**

Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

#### **24. English Language Controls**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

#### **25. Export Controls**

The Website may be subject to U.S. 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 Market Carrot, or any products utilizing such data, in violation of U.S. export laws or regulations.

#### **26. Contact Information; Procedures for California Reporting of Complaints**

Market Carrot Inc. is located at 645 High Street, Palo Alto, California 94301; telephone: 650-204-0112; email: support@marketcarrot.com.

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.

#### **27. Incorporation of Terms of Third Party Agreement; Entire Agreement**

As described above, if you choose to add your investment account(s) to your Account we will collect log in credentials regarding your investment accounts; however, such information will not be stored on our servers and we use a compliant third-party financial data platform, to connect us with your financial institutions.

The Agreement, including the separate Privacy and Security Statement, and any other documents referred to herein, represents the entire understanding between both you and us regarding the Website and the Services and the subject matter hereof and supersedes any prior statements or representations. In the event of a conflict between the terms of this Agreement and the terms of an exhibit, amendment, schedule, addendum or disclosure, the terms of the exhibit, amendment, schedule, addendum or disclosure shall prevail but, solely as to the subject matter herein.