

EXCELSCION ANALYTICS, LLC

Terms of Service

Last Modified: **May 12, 2022**

Excelscion Analytics, LLC and/or its affiliates (“**Excelscion Analytics**”, “**Company**,” “**we**,” or “**us**”) provide website and application features and services to you when you visit PINCH or use any Excelscion Analytics application or Excelscion Analytics services (collectively, “**Excelscion Services**”). Excelscion Analytics provides the Excelscion Services subject to the following conditions:

Acceptance of the Terms of Service

These Terms of Service are entered into by and between You and the Company. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Service**” or “**Terms**”), govern your access to and use of this application, including any content, functionality, and services offered on or through this application (the “**App**”).

Please read the Terms of Service carefully before you start to use the App. By using the App, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, found at “Privacy Policy” in your application’s Account tab, incorporated herein by reference. If you do not agree to these Terms of Service or the Privacy Policy, you must not access or use the App.

By using this App, you represent and warrant that you are of legal age to form a binding contract with the Company.

This App has been issued for and on behalf of customers of Excelscion Analytics, LLC and affiliated companies of Excelscion Analytics, LLC. The information contained in this App is for educational purposes only and is not an individualized recommendation. This information neither is nor should be construed as, an offer or a solicitation of an offer, or a recommendation, to buy, sell, or hold any security, financial product, or instrument discussed therein, or to open a particular account or to engage in any specific investment strategy.

We cannot and do not assess or guarantee the suitability or profitability of any particular investment, or the potential value of any investment or informational source. The information contained in this App has been obtained from sources believed to be reliable but is not necessarily all-inclusive and is not guaranteed as to accuracy. The risk of trading futures and options can be substantial and each investor must consider whether this is a suitable investment for him/her. Past performance is not necessarily indicative of future results.

All investments involve risk and the past performance of a security, or financial product does not guarantee future results or returns. There is always the potential of losing money when you invest in securities, or other financial products. Investors should consider their investment objectives and risks carefully before investing. Persons acting on any information contained in this App are responsible for their own actions. You bear responsibility for your own investment

research and decisions, and should seek the advice of a qualified securities professional before making any investment.

The Services provided by the Company may not be available in all jurisdictions. It is possible that the Company may be prevented from opening and maintaining an account for you based on your country of residence. If in doubt, please contact us at excelscionanalytics@excelscion.com.

Any special rules for the use of other items provided on the App may be included elsewhere within the App and are incorporated into these Terms by reference.

App Content

The App may include or make available (1) account positions, balances, transactions, history; (2) general news and information, commentary, research reports 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, coaching sessions; (5) access to blogs, wikis, online webinars, conferences, telecasts, podcasts and other public forums; (6) art work, graphics, photographs, images, screen shots, text, music, digitally downloadable files, video clips, trademarks, logos, product and character names or slogans; (7) tax preparation, bill payment and account management tools; and (8) other materials or information (collectively, “**Content**”). Some of the Content is supplied by companies that are not affiliated with the Company (“**Information Providers**”).

The Company does not prepare, edit, or endorse Content from Information Providers. The Company does not guarantee its accuracy, timeliness, completeness or usefulness, and is not responsible or liable for any content, advertising, products, or other materials on or available from third party applications. Use of the Content from Information Providers is at your own risk. The Company and/or the Information Providers may discontinue or modify any category of Content at any time. You release and agree to indemnify and hold harmless the Company and the Information Providers for any loss or damages that may result.

The Company makes no claims that the Content is appropriate or may be downloaded outside of the United States of America. Access to the Content may not be legal by certain persons or in certain countries. If you access the App from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Content posted on the App is published as of its stated date or, if no date is stated, the date of first posting. Neither the Company nor the Information Providers have, nor have undertaken, any duty to update any such information

Electronic Communications

When you use Excelscion Services, or send e-mails, text messages, and other communications from your computer, tablet, or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails,

{2957727-1, 124423-00001-01}

texts, notices and messages on this site. You can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Accessing the App; Privacy and Security

We reserve the right to withdraw or amend this App, and any service or material we provide on the App, in our sole discretion without notice. We will not be liable if for any reason all or any part of the App is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the App, or the entire App, to users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the App.
- Ensuring that all persons who access the App through your internet connection are aware of these Terms of Service and comply with them.

To access the App or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the App that all the information you provide on the App is correct, current, and complete. You agree that all information you provide to register with this App or otherwise, including, but not limited to, through the use of any interactive features on the App, is governed by our *Privacy Policy* found in your application's Account tab, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this App or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

Your expectations of privacy are important to us. The Company's Privacy Policy explains how the Company may collect personal information from you such as a unique device identifier, IP address and general information about your mobile device (such as a mobile phone, tablet, smartphone, watch, eyeglasses, or other similar device) ("**Mobile Device**"); and may employ other technologies to provide functionality for the App. By installing the App on your Mobile Device, you are consenting to the transmission of data related to your use of the App to servers in

the United States or other territories as applicable. **Please carefully read the separate Privacy Policy.**

Use of the App involves the electronic transmission of data and information to and from your Mobile Device across wireless and other networks. The Company does not operate or control the wireless and other networks used to access your account, and the Company is not responsible or liable for the privacy and security of your wireless data and information transmissions. You are responsible for confirming the privacy and security practices of the networks you use and to only use a reputable wireless service provider or a secure (not open) WiFi access point which is operated by a person or entity you have reason to trust.

You are responsible for maintaining the security of your Mobile Device from unauthorized access. You are responsible for notifying the Company of any actual or attempted unauthorized access of your Mobile Device or account and cooperating with any investigation by the Company into such access or attempt.

Intellectual Property Rights

The App and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the App for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our App, except as follows:

- Your computer or Mobile Device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this App.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the App or any services or materials available through the App.

{2957727-1, 124423-00001-01}

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the App in breach of the Terms of Service, your right to use the App will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the App or any content on the App is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the App not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

Copyrights and Trademarks

We respect the intellectual property of others, and we ask our users to do the same. Thus, in your use of and interactions with us and the App, you may not post, modify, distribute, or reproduce in any way any user submitted content that is copyrighted material belonging to others, without obtaining their prior written consent. We reserve the right, in our sole discretion, to remove any user submitted content if we believe it may infringe the copyright rights of others, and/or to terminate the accounts of users who we believe to be infringers.

If you believe that your work has been copied or posted on the App in a way that constitutes copyright infringement, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the Copyright Act to confirm these requirements):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 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 the service provider to locate the material. Providing URLs in the content of an email is the best way to help us locate content quickly.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please also note that under Section 512(f) of the Copyright Act any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

{2957727-1, 124423-00001-01}

The Company name, the term Excelscion Analytics, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this App are the trademarks of their respective owners.

If you believe that any User Contributions violate your copyright, please send us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers. Please send any written notice regarding intellectual property rights to our designated agent via email: excelscionanalytics@excelscion.com

Prohibited Uses

You may use the App only for lawful purposes and in accordance with these Terms of Service. You agree not to use the App:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the App, or which, as determined by us, may harm the Company or users of the App, or expose them to liability.

Additionally, you agree not to:

- Use the App in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the App, including their ability to engage in real time activities through the App.
- Use any robot, spider, or other automatic device, process, or means to access the App for any purpose, including monitoring or copying any of the material on the App.
- Use any manual process to monitor or copy any of the material on the App, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the App.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the App, the server on which the App is stored, or any server, computer, or database connected to the App.
- Attack the App via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the App.

User Contributions

The App may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the App.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the App, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and our licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Service.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the App.

For any avoidance of doubt, any User Contribution by a seller is the intellectual property of the seller and such seller represents and warrants that he, she, or it owns or controls all rights in and to the User Contributions. **We are not responsible and disclaim any and all liability for any intellectual property right infringement of any User Contribution, specifically including but not limited to the artist.**

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

{2957727-1, 124423-00001-01}

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Service, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the App or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the App.
- Terminate or suspend your access to all or part of the App for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the App. **You forever waive, indemnify, and hold harmless the Company and its affiliates, licensees, and service providers from any claims resulting from any action taken by any of the foregoing parties during, or taken as a consequence of, investigations by either such parties or law enforcement authorities.**

However, we do not undertake to review all material before it is posted on the App, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy located in your applications's Account tab.

- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve any contests, sweepstakes, and other sales promotions.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the App is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the App, or by anyone who may be informed of any of its contents.

This App includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the App

We may update the content on this App from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the App may be out of date at any given time, and we are under no obligation to update such material. The Company reserves the right to change, amend, or modify the Terms or any material on this App at any time. Any such change will become effective immediately upon publication of the Terms, and your continued access or use of the App means that you agree to the revised Terms. You agree to review the Terms each time you access this App,

Information About You and Your Visits to the App

All information we collect on this App is subject to our Privacy Policy located in your application's Account tab. By using the App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the App and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This App may provide certain social media features that enable you to:

- Link from your own or certain third-party Apps to certain content on this App.
- Send emails or other communications with certain content, or links to certain content, on this App.
- Cause limited portions of content on this App to be displayed or appear to be displayed on your own or certain third-party Apps.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any App that is not owned by you.
- Cause the App or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the App other than the homepage.
- Otherwise take any action with respect to the materials on this App that is inconsistent with any other provision of these Terms of Service.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the App

If the App contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party Apps linked to this App, you do so entirely at your own risk and subject to the terms and conditions of use for such Apps. The Company makes no representations or warranties with respect to the content, ownership, or legality of any such linked third party website.

Brokerage and Commodity Futures Services

The Company may provide self-directed investors with brokerage and futures services. The Company does not provide investment, tax or legal advice. You are solely responsible for evaluating the merits and risks associated with the use of any Content on the App before making

{2957727-1, 124423-00001-01}

any investment or other decision based on such Content. To the maximum extent allowed by law, you agree not to hold the Company or the Information Providers liable for any possible claim for damages arising from any decision you make based on information made available to you through the App. The App shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal.

Mobile Trading Risks.

Due to the nature of mobile technology, you should be aware of the following risks related to the App and mobile phone trading:

- The App may not allow the same functionality, access to information and services which are available when not using a Mobile Device.
- Due to the nature of Mobile Devices, the Company does not warrant that the operation of the App will be uninterrupted or entirely error-free. For example, due to service connectivity or internet connection difficulties endemic with mobile applications the service may, from time to time, be subject to delay, error or failure, with results that include, but are not limited to, the following:
 - an inability for you to place orders;
 - the services delivering inaccurate information including price and/or quote information;
 - delay in receipt of information by the Company from your Mobile Device or from the Company to your Mobile Device;
 - a failure of your Mobile Device to receive any messages from the Company; or
 - you erroneously believing that you have placed an order when the Company's records show that the Company has not accepted an order from you.

You agree that you will not attempt to hold the Company liable for any damages related to any of the above issues or any other related issues.

It is possible that a wireless connection or function may not be available when using the App or may be interrupted, or that a feature can be disabled, when attempting to conduct a financial transaction. Should this happen, review your transaction status to verify the status of the attempted transaction when you return to an area with wireless coverage or have access to a computer, or contact a representative by telephone.

Market Data

If market data is provided through the App, you shall use such market data only in the manner it is presented through the App and will not download, extract, redistribute, use or permit any third party to access or use such market data in any other system, service or for any other reason without the Company's prior written consent. The receipt of market data may be contingent upon your execution of such other third party agreements provided by exchanges and/or the Information Providers, as may be required to receive various forms of market data that will be {2957727-1, 124423-00001-01}

provided through the App. The Company and Information Providers are not responsible or liable if any such data or information is inaccurate or incomplete in any respect. As your agreement for the receipt and use of market data provides, the securities and commodity futures markets (1) reserve all rights to the market data that they make available; (2) do not guarantee that data; and (3) shall not be liable for any loss due either to their negligence or to any cause beyond their reasonable control.

Any price quotes may be delayed twenty (20) minutes or longer, according to the rules and regulations applicable to exchanges and the Information Providers. Neither the Company nor the Information Providers make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes. Neither the Company nor the Information 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

Geographic Restrictions

The owner of the App is based in the Commonwealth of Virginia in the United States. We provide this App for use only by persons located in the United States. We make no claims that the App or any of its content is accessible or appropriate outside of the United States. Access to the App may not be legal by certain persons or in certain countries. If you access the App from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the App will be free of viruses or other destructive code.

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY APP LINKED TO IT.

YOUR USE OF THE APP, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP IS AT YOUR OWN RISK. THE APP, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH

{2957727-1, 124423-00001-01}

RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE APP. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE APP, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND ASSOCIATES DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR ANALYSIS ON THIS APP. THERE MAY BE OMISSIONS OR INACCURACIES ON THIS APP. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, COMPLETENESS, TIMELINESS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF THIS APP AND MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATION OR WARRANTY REGARDING THE INFORMATION CONTAINED HEREIN. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, YOUR USE OF THIS APP OR ANY INFORMATION DISPLAYED ON THIS APP.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

YOU SPECIFICALLY ACKNOWLEDGE THAT EXCELSION ANALYTICS SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR MEMBERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APP, ANY APPS LINKED TO IT, ANY CONTENT ON

{2957727-1, 124423-00001-01}

THE APP OR SUCH OTHER APPS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, members, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the App, including, but not limited to, your User Contributions, any use of the App's content, services, and products other than as expressly authorized in these Terms of Service, or your use of any information obtained from the App.

Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. The App is not intended for children under 13. **If you are under 13 years of age, then please do not use the App.**

Changes to the Terms of Service

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the App thereafter.

Your continued use of the App following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page so you are aware of any changes, as they are binding on you.

Governing Law and Jurisdiction

All matters relating to the App and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the App shall be instituted exclusively in the state or federal courts serving Richmond, Virginia. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Service or use of the App, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Virginia state law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE APP MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

Entire Agreement

The Terms of Service and our Privacy Policy constitute the sole and entire agreement between you and Excelscion Analytics regarding the App and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the App.

Your Comments and Concerns

This App is operated by Excelscion Analytics, LLC, 231 E. Church St. Ste 4, Martinsville, Va 24112-2839, USA

All feedback, comments, requests for technical support, notices of copyright infringement claims and other communications relating to the App should be directed to:
excelscionanalytics@excelscion.com.