

EXCELSCION ANALYTICS, LLC

Terms of Service

Last Modified: **May 23, 2024**

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

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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**”).

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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* https://4005e4e3-0474-483f-8bd2-ca8d36cbfd8e.usrfiles.com/ugd/4005e4_03cd5a3f1bb548eaa020296c845d8f09.pdf and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

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- 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.

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- 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 send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Service.
- 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.

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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.

All User Contributions must comply with the Content Standards set out in these Terms of Service.

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.

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- 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.

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We have the right to:

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- 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. https://4005e4e3-0474-483f-8bd2-ca8d36cbfd8e.usrfiles.com/ugd/4005e4_03cd5a3f1bb548eaa020296c845d8f09.pdf

- 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.

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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

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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.

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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.

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

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- 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 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

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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 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.