

## Terms of Use

These Terms of Use (the "Agreement") apply to you when you view, access or otherwise use a web site and/or client portal located at [www.geowealth.com](http://www.geowealth.com), or any other website (individually and collectively referred to herein as a "Site") owned or operated by GeoWealth Advisory Technology, LLC (the "Company"). By accessing, browsing and/or otherwise using this Site and its content, you (the Site user/visitor) acknowledge that you have read, understand and agree to be bound by this Agreement and comply with all applicable laws and regulations. If you do not agree to all of these terms and conditions, you may not access, browse and/or use this Site. The material provided on this Site is protected by law, including, but not limited to, United States copyright law.

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2. **License and Use Restrictions.** The Company owns and operates this Site. The information available (to include investment models and strategies) is the sole property of the Company, its Affiliates or its licensors, and is protected by copyright, trademark and other applicable law. Permission is granted to view, display and navigate this Site solely for lawful, personal, and non-commercial use. Any illegal, commercial, or public use of this Site or any portion hereof is a violation of the Company's intellectual property and is strictly prohibited.

3. **Registration and Security.** As part of the registration and account creation process necessary to obtain access to the client portal, you must create a username and password. You must provide the Company with certain registration information, all of which must be accurate and updated as appropriate. You may not (i) select or use a subscriber ID of another person with the intent to impersonate that person; (ii) use a subscriber ID in which another person has rights without such person's authorization; or (iii) use a subscriber ID that the Company, in its sole

discretion, deems offensive or ill advised. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate termination of your access to protected areas of the Site. You are responsible for maintaining the confidentiality of your password. You shall immediately notify the Company of any known or suspected unauthorized use of your username and password, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your username and password. You are responsible for all usage or activity using your username and password. Any fraudulent, abusive, or other illegal activity may be grounds for termination of your access to the Site or other liability.

4. Performance Information. The client portal section of this Site may contain information with respect to your client's investments along with market research and commentary including past performance information. Past performance is not indicative of future results. While the data provided at or through the Site or has been prepared from information that the Company believes to be reliable, the Company does not warrant the accuracy or completeness of such information.

5. No Investment Advice. The information at or through the Site is purely for transparency reporting and is not intended to provide direct investment advice to investors. No content published on the site is a recommendation or offer to buy, sell or solicit to purchase any securities or other financial investments.

6. Records. The information at or through the Site is not complete, and does not contain certain material information about investments, including important disclosures and risk factors associated with such investments, and is subject to change without notice. Account information provided through the client portal is not the official record of your account. If you are a client portal user, you should review your custodial account statements carefully. These statements constitute the definitive source of account information.

7. Hyperlinks; Framing. Unless you are an investment adviser with some form of express relationship with the Company you are prohibited from creating a "hypertext" link to this Site. You may not use framing techniques to enclose any Company trademark, logo or trade name or other proprietary information including the images found at the Site, the content of any text or the layout/design of any page or any form contained on a page, without the Company's express written consent. Your investment advisor's web site is not affiliated with, sponsored by, or endorsed by the Company. Any links to third party sites on this Site are provided solely as convenience to you. If you use these links, you will leave this Site. The Company has not reviewed all of these third-party sites, does not control, and is not responsible for any of these sites, their content or their policies, including privacy policies or lack thereof. The Company does not endorse or make any representations about third-party sites or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access a third-party site linked to this Site, you do so entirely at your own risk. The

Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the use of, or reliance on any third-party sites.

8. Privacy. Your use of the Site constitutes your agreement to the Company's privacy policy posted on the Site.

9. Disclaimer; Limitation of Damages. The Company expressly disclaims all liability for viruses or other contamination of your computer system or other device used to access this Site or as a result of your use of this Site, and expressly disclaims all liability for actions taken or not taken based on the contents of this Site. THE SITE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, THAT ACCESS TO OR OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. WHILE THE COMPANY USES REASONABLE EFFORTS TO OBTAIN INFORMATION FROM RELIABLE SOURCES, IT MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE INFORMATION PROVIDED THROUGH THE SERVICE, AND THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH INFORMATION. USE OF THE SITE IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM DOWNLOADING AND/OR USING FILES, INFORMATION, OTHER COMMUNICATIONS, CONTENT OR OTHER MATERIAL (INCLUDING SOFTWARE) ACCESSED THROUGH OR OBTAINED BY MEANS OF THE SITE.

10. Hold Harmless. As a user/visitor to the Site you agree to hold the Company and its Affiliates harmless for any claims, liability, expenses or loss that may occur due to an investment or other transaction you enter into due (partly or entirely) to information found on the Site. To the maximum extent permissible under applicable law, the Company and its Affiliates, will not be responsible to you or any third party claiming through you for any direct, indirect, special, consequential, exemplary or other damages (whether in contract, tort or otherwise), arising in any way out of the installation or use of the services, the site, any on-line services or internet browser software, including damages or losses associated with any computer viruses which may infect your computer system.

11. Transmissions. Any material, information or idea you transmit to or post on this Site by any means will be treated as non-confidential and non-proprietary and may be disseminated or used by the Company or its Affiliates for any purpose whatsoever without liability to you.

12. General. If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect

the intentions of the parties with the other provisions remaining in full force and effect. The Company's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless agreed to by the Company in writing. The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. This Agreement may be assigned in whole or in part by the Company. This Agreement may not be assigned in any manner by you without the express, prior written permission of the Company. This Agreement shall be governed by and construed in accordance with the laws of the state of Kansas notwithstanding any conflict of the law's provisions. You irrevocably and unconditionally (i) consent to submit to the exclusive jurisdiction of the courts of state of Kansas, Sedgwick County (the "Kansas Courts") for any litigation or dispute arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the Kansas Courts, and (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum.

13. Interpretation. The words "include," "includes" and "including" shall be deemed to be followed by "without limitation" and shall not be words of limitation or exclusion. "Shall" is a word of command and indicates mandatory action without discretion. "Or" shall include "and" unless the context requires otherwise within the sentence. "And/or" means one or more of the items connected. The plural includes the singular and vice versa unless the context requires otherwise.

14. Modification of Terms of Use. The Company reserves the right to revise these Terms of Use at any time by updating this posting. Your continued use of the Site constitutes your agreement to comply with such revisions; you should visit this page from time to time. The Company may also temporarily or permanently suspend or revoke your rights to use the Site based on its belief that your use of the Site violates the terms of this Agreement or for any other conduct that it determines to be harmful to other clients, the Company's content providers, or the interests of the Company.

15. Email May Not Be Used to Provide Notice. Communications made through the Contact tab shall not constitute legal notice to the Company or its officers, employees, agents or representatives; *e.g.*, where notice to the Company is required by contract, or federal, state or local law, rule or regulation or otherwise.

16. Affiliate. "Affiliate" for the purpose of this Agreement means any person that directly or indirectly controls, is controlled by, or is under common control with, the person in question and if an individual shall also include any individual who is a member of the same household. As used in this definition of "Affiliate," the term "control" means either (1) possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract, or otherwise; or (2) a direct

or indirect equity interest of twenty-five percent or more in the entity. A person shall be deemed Affiliated with any other person that is an Affiliate.

17. Arbitration. Any controversy arising out of or relating to this Agreement, or the performance hereof, shall be determined by arbitration in the State of Kansas. The parties shall select an arbitrator. If the parties are unable to agree on an arbitrator, two arbitrators shall be selected with one selected by each party or, if there be more than two parties, by each aligned side in the controversy. The selected arbitrators shall select a third arbitrator who shall serve as chairman. The arbitrator or arbitrators shall establish the rules of arbitration. They shall act by majority vote if there be more than one. If a party is unwilling or unable to select or participate in selecting an arbitrator, any party may apply to a court to appoint an arbitrator who shall serve alone. The costs of the arbitration shall initially be divided equally between the parties and paid promptly upon billing but shall be subject to final award by the arbitrator or arbitrators. Judgment on any award rendered may be entered in any court having jurisdiction over the parties.