

# Fingage Terms of Use

Effective March 01, 2023

## 1. Acceptance of terms

The following agreement outlines your obligations when using the Fingage website available at [www.fingage.com](http://www.fingage.com), (the “site”). THIS SITE IS OWNED BY FINGAGE HOLDINGS INC. WHEN YOU ACCESS THE SITE AS AN “ADVISOR”, YOU ARE USING THE INVESTMENT TECHNOLOGY SECTION OF THE SITE WHICH IS OPERATED BY FINGAGE HOLDINGS INC (“FINGAGE”). WHEN YOU ACCESS THE SITE AS A “USER”, YOU ARE USING THE DIGITAL FINANCIAL ADVISORY SERVICES OF FINGAGE ADVISORS LLC (“FINGAGE ADVISORS”), A REGISTERED INVESTMENT ADVISOR OWNED BY FINGAGE HOLDINGS INC. BY USING THIS SITE, YOU ACCEPT THESE TERMS OF USE AND FINGAGE’S PRIVACY POLICY. FURTHERMORE, BY ACCESSING THIS SITE AS A “USER” YOU AGREE TO READ FINGAGE’S FORM ADV PART 1, ADV PART 2, AND CLIENT RELATIONSHIP SUMMARY BEFORE BECOMING A CLIENT OF FINGAGE.

BY ACCESSING THE SITE OR ANY CONTENT ON THE SITE, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS THE SITE OR USE THE CONTENT OR ANY SERVICES IN THE SITE. FINGAGE’S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THESE TERMS AND CONDITIONS, TO THE EXCLUSION OF ALL OTHER TERMS. NOTHING ON FINGAGE’S SITE SHOULD BE CONSTRUED AS A SOLICITATION OR OFFER, OR RECOMMENDATION, TO BUY OR SELL ANY SECURITY. FINANCIAL ADVISORY SERVICES ARE ONLY PROVIDED TO INVESTORS WHO BECOME CLIENTS OF FINGAGE ADVISORS ("CLIENTS") PURSUANT TO A WRITTEN CLIENT AGREEMENT, WHICH INVESTORS ARE URGED TO READ AND CAREFULLY CONSIDER IN DETERMINING WHETHER SUCH AGREEMENT IS SUITABLE FOR THEIR INDIVIDUAL FACTS AND CIRCUMSTANCES.

## 2. Agreement

You agree and understand that your use of the Site as a “User” is for educational purposes only and is not intended to provide legal, tax or financial planning advice. You agree as a User that you are responsible for your own investment research and investment decisions, that Fingage is only one of many tools you may use as part of a comprehensive investment education process, that you should not and will not rely on Fingage as the primary basis of your investment decisions and, except as otherwise provided for herein, Fingage will not be liable for decisions/actions you take or authorize third parties to take on your behalf based on information you receive as a User of Fingage or information you otherwise see on our website. . Investment management services may be offered to Users who become clients, at the sole discretion of Fingage Advisors. Your election to engage the investment management services of Fingage Advisors is subject to your explicit enrollment and acceptance of the separate Client Agreement and related fee schedule.

## 3. Obligations

Fingage is intended solely for individuals who are 18 or older. Any access to or use of Fingage by anyone under 18 is unauthorized, unlicensed, and in violation of these Terms of Use. By accessing or using Fingage, you represent and warrant that (i) you are 18 or older, (ii) you will not share your account with anyone else, (iii) the information you provide to us upon creating an account will be true, accurate, current, and complete, (iv) you will comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, and regulatory requirements, (v) you will not monitor Fingage's availability, performance or functionality for any competitive purposes.

#### **4. Warranty Disclaimers**

YOUR USE OF THE SITE, AND THE PERSONAL INFORMATION YOU PROVIDE IS AT YOUR SOLE DISCRETION AND RISK. FINGAGE AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED THEREIN, ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND FROM FINGAGE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINGAGE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. IF YOU CHOOSE TO RELY ON SUCH INFORMATION, YOU DO SO SOLELY AT YOUR OWN RISK. FINGAGE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO FINGAGE, CONTENT AND/OR USER INFORMATION, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND COURSE OF DEALING OR COURSE OF PERFORMANCE. FINGAGE DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED REGARDING THE AVAILABILITY, SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF FINGAGE, CONTENT AND/OR USER INFORMATION; THAT FINGAGE WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; THAT FINGAGE WILL BE FREE FROM ELECTRONIC VIRUSES; OR REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY FINGAGE INCLUDING BUT NOT LIMITED TO INFORMATION OBTAINED THROUGH SOCIAL MEDIA. IN NO EVENT SHALL FINGAGE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF FINGAGE, CONTENT AND/OR USER INFORMATION, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH FINGAGE OR FOR ANY INVESTMENT DECISIONS MADE ON THE BASIS OF SUCH INFORMATION, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT FINGAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

#### **5. Indemnity**

You will indemnify and hold harmless Fingage, its parents, subsidiaries, affiliates, customers, vendors, officers and employees from any liability, damage or cost (including reasonable attorneys' fees and cost) from any claim or demand made by any third party due to or arising out of your access to the Site, use of the Services, violation of the Terms of Use by you, or the infringement by you of any intellectual property or other right of any person or entity

#### **6. Communication**

You agree that these Terms of Use and the rules, restrictions, and policies contained herein, and Fingage's enforcement thereof, are not intended to confer and do not confer any rights or remedies on any person other than you and Fingage. These Terms of Use together with the Fingage's Privacy Policy and Client Agreement (if applicable) constitute the entire agreement between Fingage and you with respect to the subject matter hereof. Any notice or other communication to be given hereunder will be in writing and given by (a) Fingage via email (in each case to the address that you provide), or (b) you via email to support@fingage.com or to such other addresses as Fingage may specify in writing. The date of receipt shall be deemed the date on which such notice is transmitted.

#### **7. Trademarks and trade names**

Fingage graphics, logos, designs, page headers, button icons, scripts, and other service names are the trademarks and trade names of Fingage. Fingage's trademarks and trade names may not be used, including as

part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion.

## **8. Linking and Framing**

Fingage does not object to links on third-party sites to the homepage of the Site in an appropriate context. However, “framing” or “mirroring” the Site or any of its content is prohibited without the prior written consent of Fingage. The Site may provide links to other sites or resources available on the Internet. Because Fingage has no control over such sites and resources, you acknowledge and agree that Fingage is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Fingage 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 use of or reliance on any such content, goods or services available on or through any such site or resource.

## **9. International Use**

Fingage makes no representation that its services are appropriate or available for use outside the United States. Similarly, Fingage makes no representations that accessing the Site from locations outside the United States is legal or permissible by local law. If you access the Site from areas outside of the United States, you do so at your own risk and are yourself responsible for compliance with local laws.

## **10. Termination**

In the absence of a client agreement, we may terminate or suspend your access to Fingage, in our sole discretion, at any time for any reason without notice to you. Further, if we believe, in our sole discretion, that a violation of these Terms of Use has occurred, we may take other corrective action we deem appropriate. Any suspension, termination, or cancellation shall not affect your obligations to Fingage under these Terms of Use (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

## **11. Feedback**

If you provide Fingage or any of its employees or representatives, by any medium, including but not limited to email, written, or oral communication, any ideas or suggestions that may enhance or otherwise improve Fingage’s services (“Feedback”), you automatically forfeit your right to any intellectual property rights in such Feedback. Fingage shall own all rights, title and interest in any such feedback as incorporated into Fingage’s services. In addition, you warrant that all moral rights in any Feedback have been waived, and you do hereby waive any such moral rights.

## **12. General Terms**

In the event that any provision in these Terms of Use is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. If you breach any term of the Terms of User, Fingage may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. Fingage’s remedies are cumulative and not exclusive. The failure of a party to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision. You agree that these Terms of Use shall be governed by and interpreted in accordance with the laws of the State of

California, U.S.A. excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under these Terms of Use will be brought exclusively in courts located in San Francisco, California, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. You may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Fingage, and any prohibited assignment will be null and void. Fingage may assign this Agreement or any rights hereunder without your consent. We reserve the right to change this Agreement by posting a revised Terms of Use and we agree that changes cannot be retroactive. If you don't agree with these changes, you must stop using Fingage.