

**NOTICE: THESE TERMS AND CONDITIONS ARE SUBJECT TO ARBITRATION  
PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, AND  
SECTION 15-48-10 ET SEQ. OF THE CODE OF LAWS OF SOUTH CAROLINA**

**TERMS AND CONDITIONS (“Terms”)**

1. **Introduction.** These Terms govern the use of Bucketwise, LLC’s (“Bucketwise”) services through which any user (“Customer”) is provided access to the Bucketwise software platform and related implementation, support, training, or other services (the “Services”), or in one or more order forms, statements of work, purchase documents, online order flows, or similar ordering documents issued or accepted by Bucketwise and Customer (collectively, the “Order Forms”). Upon agreeing to these Terms, Bucketwise shall provide Customer access to the Bucketwise software platform and provide the related Services as may be applicable to Customer. Any capitalized terms not defined in these Terms shall have the meanings given them in the applicable Order Form, if any, to which these Terms may apply.

2. **Initial Term; Autorenewal.** Customer’s subscription begins on the date Customer accepts these Terms (the “Effective Date”) and continues for one (1) year (the “Initial Term”). Upon the expiration of the Initial Term, the subscription will automatically renew for successive one (1) year periods (each a “Renewal Term” and together with the Initial Term the “Term”), unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Term.

3. **Fees and Expenses.** In consideration of the provision of the Services by Bucketwise and the rights granted to Customer under these Terms and/or any applicable Order Forms, Customer shall pay those fees (“Fees”) as displayed and selected electronically by Customer at sign up on Bucketwise’s website or as otherwise agreed to in any applicable Order Forms. In addition to the Fees, Customer shall pay all payment-processing, transaction, and related services charges associated with Customer’s payments, which Bucketwise may add to the amount charged to Customer’s payment method. Bucketwise may increase the Fees effective as of the start of any Renewal Term. Bucketwise will notify Customer of the increased Fees at least thirty (30) days before the end of the then-current Term, by email to Customer’s account address or by notice within Customer’s account. If Customer does not agree to the increased Fees, Customer’s sole remedy is to give notice of non-renewal under Section 2 before the end of the then-current Term. Customer’s failure to give such notice, and any continued use of the Services on or after the start of the Renewal Term, constitutes acceptance of the increased Fees, which will then apply to that and each subsequent Term unless further changed under this Section.

4. **Billing Authorization.** Customer authorizes Bucketwise and its payment processor to charge Customer’s designated payment method for the Fees for the Term. Customer will be charged monthly or annually as selected by Customer at checkout. If a charge is declined or Fees are not paid when due, Bucketwise may suspend or terminate access to the Services.

5. **Authorized Users.** The Services may be accessed and used only by individuals whom Customer has added to Customer’s account and provisioned with credentials (“Authorized Users”), and

only for Customer's internal business purposes. Each Authorized User must be an employee of Customer or contractor acting on Customer's behalf. The number of Authorized Users may not exceed the number of seats/licenses Customer has purchased. Access credentials are unique to each Authorized User and may not be shared, transferred, or used by more than one individual. Customer is responsible for maintaining the confidentiality of all credentials and for all activity occurring under its account and its Authorized Users' credentials, whether or not authorized by Customer. Customer will not permit any person other than an Authorized User to access or use the Services, and will notify Bucketwise promptly upon becoming aware of any unauthorized access to or use of the Services or any account or credentials. Customer is responsible for its Authorized Users' compliance with these Terms, and any act or omission by an Authorized User that would breach these Terms if done by Customer will be deemed a breach by Customer.

6. **Software and Program Limitations.** Customer shall not modify, create any derivative work of, or incorporate any other software into the computer software programs or any portion thereof owned or provided by Bucketwise except for allowing automatic updates to commence or confirming the installation of an automatically scheduled update or fully supported software for which Customer has purchased technical support and has scheduled such installation with Bucketwise. Bucketwise shall not be responsible for maintenance of or for repair of errors or malfunctions occasioned by any installation, modification, or enhancement to such programs made by Customer or by anyone other than Bucketwise, unless Bucketwise has agreed to such installation, modification, or enhancement in writing. Any such unauthorized installation, modification, or enhancement may be grounds for immediate termination of Customer's subscription by Bucketwise. Corrections of any unauthorized installations, modifications, or enhancements shall not be included in the monthly fees paid by Customer for the Services, but shall be separately billed at Bucketwise's current hourly rates or at such other agreed upon rate.

7. **License.** All software, documentation, interfaces, content, font source codes, object code, and any other data which may be provided or become available to Customer in connection with the Services, as may be updated or replaced by Bucketwise from time to time, are licensed (and not sold or otherwise transferred) to Customer. This license does not grant Customer any rights to use Bucketwise's intellectual property except as otherwise provided in these Terms or any applicable Order Form. Customer may not, and agrees not to enable others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works from any interface, software, service, technical data, or other information provided or made available to Customer in connection with the Services. In addition, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer pursuant to these Terms, any applicable Order Form or prepared by or on behalf of Bucketwise (except for any Confidential Information of Customer or customer materials) shall be owned by Bucketwise.

8. **Risk Acknowledgement; No Investment Advisory Services.** Customer acknowledges that Bucketwise is merely a software platform and is not providing specific investment, financial, legal,

tax, accounting, or other professional advice to Customer, any financial advisor, or any advisory client, and Bucketwise is not acting as, and shall not be deemed to be, an investment adviser, broker-dealer, fiduciary, portfolio manager, or other regulated financial professional with respect to the Services. Customer and its financial advisors are solely responsible for all investment advice, recommendations, decisions, strategies, account supervision, client communications, and compliance obligations arising from or relating to their use of the Services. Bucketwise does not recommend, endorse, approve, monitor, or assume responsibility for any securities, investments, portfolios, allocations, financial products, transactions, or strategies, and Bucketwise makes no representation, warranty, or guarantee regarding investment performance, results, returns, profitability, suitability, or the success of any investment decision or strategy. Customer acknowledges that all investments involve risk, including the possible loss of principal, and that Bucketwise shall not be responsible or liable for any market losses, investment losses, trading losses, lost profits, unrealized gains or losses, or other financial consequences arising from or relating to any investment advice, recommendation, decision, strategy, transaction, or use of information generated through or entered into as a result of the Services.

9. **Consent to Use of Data.** Bucketwise may maintain on-going documentation regarding Customer's hardware, software, network settings, IP addresses, firewall settings, and related network information.

10. **Amendments.** Bucketwise may apply changes to these Terms from time to time, which changes shall be applicable thirty (30) days following Bucketwise's publication of the revised Terms. The Terms, as modified, shall continue to apply during any renewal term. In addition, Bucketwise may change or discontinue any of the Services from time to time.

11. **Insurance.** Customer agrees to carry liability insurance and property insurance covering any damage to its network, which insurance shall cover any damages to customers of Customer adversely affected by Customer's network functioning, transmissions from Customer's network, or other similar failure. In addition, Customer is responsible for securing cyber security insurance to mitigate any damages or losses that may result from an infiltration of Customer's network. Bucketwise is not liable for any damages or losses suffered by Customer due to a network infiltration and Customer hereby releases, discharges, and holds harmless Bucketwise and its affiliates, employees, agents, officers, directors, and shareholders from and against all claims, liability, losses, damages, and expenses (including attorney's fees), relating to any network infiltration.

12. **Force Majeure.** Bucketwise shall not be liable for any failure of or delay in performance of its obligations under these Terms or any applicable Order Form to the extent such failure or delay is due to circumstances beyond Bucketwise's reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of Bucketwise's technical staff (collectively referred to herein as "**Force Majeure**"). If the Services are substantially changed due to a Force Majeure, Bucketwise reserves the right to terminate Customer's subscription at its sole discretion. In addition, recognizing there are

ongoing expenses to Bucketwise of maintaining backups, remote monitoring, other vendor support software/licensing and availability of technicians to service on going needs, Bucketwise may adjust the fees it charges to Customer following a Force Majeure.

13. **Taxes**. It is understood that any Federal, state or local taxes applicable to the Services may be added to each invoice for services or materials provided by Bucketwise. Customer shall pay any such taxes unless a valid exemption certificate is furnished to Bucketwise for the jurisdiction of use.

14. **Assignment**. Customer may not assign or transfer any rights or obligations it has under these Terms, any applicable Order Form, or otherwise without the prior written consent of Bucketwise. Notwithstanding the foregoing, Customer's subscription and its rights under these Terms or any applicable Order Form is fully assignable by Bucketwise. These Terms shall be fully binding and enforceable as against all permitted assignees and successors in interest.

15. **Termination**.

(a) **Termination by Bucketwise**. Bucketwise may suspend or terminate Customer's subscription to the Services at any time if Customer or any of its Authorized Users breaches these Terms or an applicable Order Form.

(b) **Termination by Customer**. Customer may terminate its subscription to the Services at any time with written notice to Bucketwise.

(c) **Termination Fees**. Upon any termination or expiration, Customer's right to access and use the Services ends. Termination for any reason does not relieve Customer of its obligation to pay all Fees for the entire then-current Term (whether the Initial Term or the applicable Renewal Term). Accordingly, if Customer terminates, or if Bucketwise terminates for Customer's breach, before the end of the then-current Term, all Fees for the remainder of that Term are immediately due and payable and are non-refundable, and any prepaid Fees are non-refundable.

(d) **Survival**. The provisions of Section 16 through Section 22 shall survive the termination of Customer's subscription.

16. **Limitation of Liability**. Bucketwise shall not be liable to Customer or any of its affiliates for any damages, whether incidental, direct, indirect, special, consequential or punitive damages, arising out of the Services provided under these Terms or any applicable Order Form, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, loss to person or property, costs of substitute equipment, or any other losses, even if Bucketwise has been advised of the possibility of such damages. Bucketwise shall not be responsible or liable for any errors, inaccuracies, omissions, or incomplete information in any financial, account, portfolio, planning, or other information entered, uploaded, supplied, or otherwise made available by Customer or any customer, client, user, or other representative of Customer, or for any decisions, recommendations, calculations, reports, outputs, or other results based on such information. Regardless of the form of action, Bucketwise's liability for any losses under these Terms or any applicable Order Form shall be solely for loss or damage directly attributable to the gross negligence or intentional misconduct of

Bucketwise or its employees. Notwithstanding anything herein to the contrary, Bucketwise's cumulative liability under these Terms or any applicable Order Form shall not exceed the annual fees charged during the then current one (1) year Term. If a collection action is initiated by either party, or if Bucketwise has to defend any action by Customer, Bucketwise shall be entitled to its reasonable attorney fees and expenses to be paid by Customer.

17. **Disclaimer of Warranties.** THE SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, BUCKETWISE AND ITS AFFILIATES AND LICENSORS: (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED. IN ADDITION, BUCKETWISE IS NOT RESPONSIBLE FOR THE ACTS OF OTHER TECHNICIANS, CONTRACTORS OR CONSULTANTS PROVIDING SERVICE TO CUSTOMER NOT UNDER ITS CONTROL AND DIRECTION. BUCKETWISE SHALL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY ON ACCOUNT OF ERRORS OR OMISSIONS PERFORMED HEREUNDER.

18. **Indemnification.** Customer agrees to indemnify and hold Bucketwise, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries, and affiliates harmless from any demands, losses, liabilities, claims or expenses (including attorneys' fees), made against Bucketwise by any third party due to or arising out of or in connection with the Services.

19. **Non-Solicitation of Employees.** Customer agrees that, beginning on the Effective Date and ending two (2) years following termination of Customer's subscription, Customer will not, directly or indirectly, solicit or in any manner encourage any employee of Bucketwise to leave their employment with Bucketwise, to become employed with any other business, or to engage in services which are the same as or similar to the Services.

20. **Confidentiality.** During the Term, and thereafter in perpetuity, neither party shall, without the prior written consent of the other, disclose to anyone any Confidential Information of the other. "Confidential Information" shall include each party's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes, and object codes; provided, however, that Confidential Information shall not include: (a) any information that becomes publicly available through no act of a recipient party, or (b) any information that is rightfully received by the recipient party from a third party not known to the recipient party to be under an obligation of confidentiality. Notwithstanding the foregoing, in the event a recipient party is requested or required by applicable law, regulation or legal process (including a subpoena or other administrative or judicial request), to disclose any Confidential Information, the recipient party shall promptly notify the disclosing party so that it

may seek a protective order or other appropriate remedy and, unless the demand shall have been timely limited, quashed or extended, the recipient party shall thereafter be entitled to comply with such demand to the extent required by law.

21. **Arbitration**. Any dispute or controversy arising under or in connection with these Terms, Customer's subscription, or any applicable Order Form shall be submitted to binding arbitration in accordance with the requirements of the South Carolina Uniform Arbitration Act as then in effect ("**SCUAA**"). All arbitration proceedings shall be conducted in Greenville, South Carolina. The arbitrators shall be selected as provided in the SCUAA, and the arbitrators shall render a decision on any dispute within one hundred twenty (120) days after the last of the arbitrators has been selected. If any party fails to select an arbitrator with regard to any dispute submitted to arbitration under this section, within thirty (30) days after receiving notice of the submission to arbitration of such dispute, then the other party shall select an arbitrator for such non-selecting party, and the decision of the arbitrators shall be binding upon all the parties to the dispute, their personal representatives, legal representatives, heirs, successors and assigns. Unless otherwise ordered by the arbitrators, each party to an arbitration proceeding under this section shall pay an equal portion of all arbitrators' expenses and fees, together with other expenses of arbitration, except that the parties shall bear their own respective expert witness, professional and attorneys' fees. It is the intention of the parties that this agreement to arbitrate be construed as broadly as possible. Therefore, this section applies not only to those issues which are or might be foreseeable as a result of the relationship of the parties arising out of these Terms, Customer's subscription, and any applicable Order Form, but also those matters which might later be claimed to be unforeseeable. The arbitrators shall have all such powers, save that of contempt, as are possessed by a sitting South Carolina State Circuit Court Judge, including the power to order equitable and legal relief. The arbitrators shall have the power to sanction either party for such action or inaction as is thought by the arbitrators to be appropriate.

22. **Governing Law**. These Terms, any applicable Order Forms, and any amendments thereto, its validity, construction and performance, shall be governed by the laws of South Carolina regardless of the residence or domicile, now or in the future, of any party hereto and notwithstanding any conflicts of laws.