

**CONSTANT  
TERMS OF USE  
Last Updated: April 1, 2024**

Jottix Inc. (d/b/a Constant) and its affiliates (collectively, “Constant”, “we,” “us,” or “our”) provides access to Digital Properties and the Services to you pursuant to these Terms of Use. By accessing or using any of our Digital Properties and/or Services, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy which is hereby incorporated by reference (collectively, this “Agreement”).

If you do not agree to any of the terms and conditions in the Agreement, you may not visit our Digital Properties or access or use any of our Services. If you are accepting the Agreement on behalf of an entity, you hereby represent and warrant that you have the authority to bind that entity to this Agreement. All capitalized terms used but not defined herein shall have the meaning set forth in the Privacy Policy.

Some of the services provided by Constant may be subject to additional terms, conditions, agreements, policies, guidelines, rules and schedules, which will be posted or made available separately from this Agreement when the services are offered (“Additional Terms”) including, without limitation, an advisory agreement (the “Advisory Agreement”) governing the advisory relationship between you and us (if such an agreement has been provided and you have agreed to it). The Additional Terms, as applicable, are incorporated into and form a part of this Agreement. If there is a conflict between this Agreement and the Additional Terms, the Additional Terms will control. Nothing in this Agreement shall be construed to limit any rights granted to you by federal or state securities laws, including the Investment Advisers Act of 1940, as amended, and any rights granted by other applicable regulations, nor limit any fiduciary obligations of the Advisor to you to the extent you are an advisory client of Constant.

**THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.**

**1. USE OF AND ACCESS TO THE SERVICES**

You do not need an account to visit our Site.

Access to the Services, however, is enabled by registration for an account on the platform (“Platform”) of Constant (“Constant Account”) with a user name and password (“Credentials”). When registering for a Constant Account, you agree to: (a) provide true, accurate, current and complete information, including, without limitation, in the questions asking for contact information, and the one or more questionnaires in which you will provide information on your investment objectives, goals, and financial situation (together, such questionnaires are the “Client Profile”) which may be relied upon for investment recommendations and suitability analysis; and (b) maintain and promptly update the information to ensure that it remains true, accurate, current and complete. You represent that you are at least eighteen (18) years old, of legal age to form a binding contract, are a United States resident, and not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for maintaining the security of your Credentials. In no event shall you share your Credentials with any third party, or allow another person to access the Services using your Credentials. You agree to monitor your Account and restrict use by any other persons, including minors, and you will accept full responsibility for any such unauthorized use. You shall immediately notify us if you have any reason to believe that your Credentials have been lost, compromised, or misused in any way, and report any unauthorized or suspicious activity in your Constant Account. You are fully and solely responsible for any

and all use of the Services using your Constant Account and/or Credentials. All those who register accounts will be referred to as (“Client”) individually and (“Clients”) collectively in this Agreement.

The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit any of the Digital Properties and the Services, including any Content contained therein; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other parts of the Digital Properties and the Services (including images, text, page layout or form); (c) you shall not use any metatags or other “hidden text” using Constant’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer all or any part of the Digital Properties and the Services including, without limitation, the Content (including any infrastructure, software programs, trade secrets, know-how, processes, features, functionalities, algorithms, templates, data, information and intellectual property incorporated therein, and/or used by Constant to operate and provide the Digital Properties and/or the Services, and all enhancements, derivative works, extensions, improvements or other modifications thereto), except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Digital Properties and the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of the Services, including the Content, may be copied, reproduced, distributed, republished, downloaded (except where the user interface explicitly provides for downloading a specific document), displayed, posted or transmitted in any form or by any means; (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Digital Properties and the Services, including the Content; (h) you shall not access or use the Digital Properties and the Services in an unlawful way or for an unlawful or illegitimate purpose, including without limitation any violation of the antifraud or registration provisions of the securities laws of the U.S. or any state therefore; (i) you shall not take any action or post or transmit via the Digital Properties and the Services any content (i) under a false name; (ii) that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening, misleading, deceptive or hateful to any person, including Constant; (iii) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others; (iv) that constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (v) that involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Constant’s prior written consent; or (vi) impersonates any person or entity, including any employee or representative of Constant; (j) you shall not attempt to disrupt the operation of the Digital Properties and the Services in any manner, including, but through the use of methods such as denial of service attacks, flooding or spamming and you will not transmit, distribute, introduce or otherwise make available in any manner through the Digital Properties and the Services any computer virus, keyloggers, spyware, worms, Trojan horses, time bombs or other malicious or harmful code (collectively, “Harmful Code”); (k) you shall not use the Digital Properties and the Services in any manner that could damage, disable or impair our services or networks; and (l) you shall not attempt to gain unauthorized access to any accounts or computer systems or networks, through hacking, password mining or any other means. Any future release, update or other addition to the Digital Properties and the Services shall be subject to the Agreement. Constant, its suppliers and service providers reserve all rights not granted in the Agreement.

We reserve the right to suspend, revoke, or deactivate your Credentials and/or your Constant Account if you violate this Agreement. We reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an account or use the Digital Properties and the Services if you have been

previously removed by Constant, or if you have been previously banned, suspended or had your rights revoked from any of the Digital Properties and the Services.

By entering into the Agreement or using the Digital Properties and/or the Services, you agree to receive communications from us, including via e-mail. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Constant Account(s) or the use of the Services, communications from our third-party service providers who conduct custodial services and KYC / AML verification, updates concerning new and existing features on the Digital Properties and the Services, and news concerning Constant and industry developments. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY EMAILING [CONNECT@USECONSTANT.COM](mailto:CONNECT@USECONSTANT.COM) OR FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

Through the Services, you can view and monitor information about your account, such as account balances and returns. Information displayed via the Platform is provided for informational purposes only, and such information may use interim data, rely on estimates, and / or be unaudited. Such information should be used solely in conjunction with the statements provided by the applicable custodian. You are encouraged to compare account statements made available via the Platform with the account statements sent by the custodian.

## **2. THIRD-PARTY FUNDS**

Through the Services, you can view different fund opportunities (the “Third-Party Funds”) offered by third-party investment companies (the “Third-Party Advisors”). If you subscribe to a Third-Party Fund you may need to sign various documents, including a subscription agreement, through various links that we will provide via the Platform and/or via e-mail.

## **3. USE OF PERSONAL INFORMATION**

Your use of the Digital Properties and the Services may involve the transmission to us of certain personal information. Our policies with respect to the collection and use of such personal information are governed according to our Privacy Policy (located at [www.useconstant.app/privacy-policy.pdf](http://www.useconstant.app/privacy-policy.pdf)), which are hereby incorporated by reference in its entirety.

## **4. INTELLECTUAL PROPERTY**

The Digital Properties and the Services contain content, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of Constant (collectively referred to as the “Content”). The Content may be owned by us or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website, in a networked computer environment, or any other digital property for any purpose is expressly prohibited. Elements of the Digital Properties and the Services are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors.

The trademarks, service marks, and logos of Constant (the “Constant Trademarks”) used and displayed on the Digital Properties and the Services are registered and unregistered trademarks or service marks of Constant. Other company, product, and service names located on the Digital Properties and the Services may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Constant Trademarks, the “Trademarks”). Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the Constant Trademarks inures to our benefit.

## **5. NON-DISCLOSURE AND CONFIDENTIALITY**

In using the Services, you will have access to confidential information of Constant, our respective customers, custodians, brokers, licensors and suppliers, and the Third-Party Funds. This may include, but is not limited to: Constant investment advice; Constant educational materials; Constant marketing materials; the names, business and financial information, business plans, operating agreements, investment memorandums, prospectuses, and marketing materials of the Third-Party Funds; Constant business plans and feature plans (collectively, “Confidential Information”).

You agree to maintain and diligently safeguard the privacy and security of all Confidential Information. Without limiting the foregoing, you agree to undertake all necessary measures to ensure the privacy and security of all Confidential Information, with at least the same degree of care as you use to protect your own confidential information and in no event with less than a reasonable degree of care, including without limitation: (i) to use the Confidential Information only for the purpose for which such Confidential Information was made available to you as a part of the Services (the “Permitted Purpose”) and for no other purpose whatsoever; (ii) not to access, use or disclose any Confidential Information that you have no legitimate authorization to access, use or disclose; (iii) not to access the Services or any Confidential Information for any other individual (except to the extent fully disclosed by you to Constant) or any unauthorized third party; (iv) not to disclose Confidential Information to any third-party except to your attorneys and financial advisors who need to know such information to assist you to carry out the Permitted Purpose (the “Representatives”) and which Representatives are bound by a written confidentiality agreement containing disclosure and use provisions no less restrictive with respect to disclosure than those set forth herein; (v) to restrict physical and system access to the systems which contain Confidential Information or which gives access to the Confidential Information; and (vi) to use Confidential Information in compliance with all applicable laws. You shall immediately notify and cooperate fully with Constant in the event you discover or suspect any unauthorized use of or access to the Services and/or Confidential Information. You hereby agree that you shall be responsible hereunder for any breach or threatened breach by the Representatives of the obligations set forth in this section as if such breach or threatened breach was committed by you. You acknowledge and further agree that all obligations relating to Confidential Information under Agreement will continue after termination of this Agreement and termination of access rights hereunder.

## **6. FEEDBACK**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information provided by you to Constant (collectively, “Feedback”) are not confidential and you hereby grant to Constant a worldwide, perpetual, irrevocable, royalty-free license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such Feedback as it deems appropriate, for any and all commercial or non-commercial purposes, in its sole discretion.

## **7. EXTERNAL WEBSITES**

The Digital Properties and the Services may permit you to link to External Websites. When you access External Websites you do so at your own risk. We do not endorse, authorize or represent any affiliation with External Websites, nor do we exercise any control over External Websites. You acknowledge and agree that Constant is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of External Websites. Our Agreement does not apply to External Websites, and we encourage you to review their privacy policies, terms of service and related policies before visiting.

## **8. INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees, and assigns harmless from and against any claims, actions, or demands, together with all related damages, fees, costs, expenses and other losses (including, without limitation, reasonable legal and accounting fees), arising or resulting from: (i) your breach of this Agreement, (ii) your misuse of the Digital Properties, Content or the Services, (iii) your failure to comply with any applicable laws and regulations, and/or (iv) your violation of any rights of another party. We shall provide notice to you of any such claim, suit, or proceeding. Constant reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Constant in asserting any available defenses. You shall not settle any such claim without our prior written consent. This obligation shall survive this Agreement and your use of the Services.

## **9. DISCLAIMER OF WARRANTY**

YOU UNDERSTAND AND AGREE THAT, EXCEPT IN CONNECTION WITH ANY ADVISORY AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE DIGITAL PROPERTIES AND THE SERVICES IS AT YOUR SOLE RISK AND THE DIGITAL PROPERTIES AND SERVICES AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CONSTANT, ITS AFFILIATES AND ANY PERSON ASSOCIATED WITH CONSTANT AND ITS AFFILIATES, DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING, OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, CONSTANT DOES NOT WARRANT THAT ACCESS OR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES CONSTANT, ITS AFFILIATES, NOR ANY PERSON ASSOCIATED WITH CONSTANT OR ITS AFFILIATES, MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE SERVICES, INCLUDING THE CONTENT; THAT DEFECTS WILL BE CORRECTED; THAT THE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE DIGITAL PROPERTIES AND THE SERVICES IS AT YOUR SOLE RISK. YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR IMPROPER DISCLOSURE OF INFORMATION CAUSED BY YOU OR ANY PERSON USING

YOUR CREDENTIALS. CONSTANT CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR YOUR MISUSE OF ANY OF CONTENT ACCESSED THROUGH THE DIGITAL PROPERTIES AND THE SERVICES. YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT THE DIGITAL PROPERTIES AND THE SERVICES 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 THE DIGITAL PROPERTIES AND THE SERVICES OF ANY LOST DATA. 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 DIGITAL PROPERTIES OR ANY SERVICES OR DUE TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ANY WEBSITE LINKED TO IT.

YOU ACKNOWLEDGE AND AGREE THAT CONSTANT PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD CONSTANT PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL WEBSITES AND OTHER USERS OF THE DIGITAL PROPERTIES AND THE SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. AS A PART OF THE SERVICES, YOU MAY HAVE ACCESS TO MATERIALS THAT ARE HOSTED BY ANOTHER PARTY. YOU AGREE THAT IT IS IMPOSSIBLE FOR CONSTANT TO MONITOR SUCH MATERIALS AND THAT YOU ACCESS THESE MATERIALS AT YOUR OWN RISK.

TO THE EXTENT THAT ANY CONSTANT PARTY MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

## **10. LIMITATION OF LIABILITY**

EXCEPT IN CONNECTION WITH ANY ADVISORY AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) NONE OF CONSTANT, ITS AFFILIATES, SUBSIDIARIES, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE “CONSTANT PARTIES”) SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THIS AGREEMENT, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE, ANY OTHER LEGAL OR EQUITABLE THEORY OR OTHERWISE, EVEN IF SUCH CONSTANT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) THE CONSTANT PARTIES TOTAL LIABILITY FOR ANY DIRECT DAMAGES ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED US DOLLARS (\$100).

THE DIGITAL PROPERTIES AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS LISTED ON THE DIGITAL PROPERTIES AND THE SERVICES. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE DIGITAL PROPERTIES AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

CONSTANT ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT, USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CONSTANT AND YOU.

## **11. TERMINATION**

You understand that the Digital Properties and the Services are provided as a courtesy to you and that we may modify, suspend or terminate all or a portion of the Digital Properties and the Services at any time in our discretion without prior notice to you. We reserve the right, in our sole discretion, to revoke, terminate or suspend any privileges associated with accessing the Digital Properties and the Services for any reason or for no reason whatsoever, including improper use of the Services or failure to comply with these Terms of Use, and to take any other action, including without limitation denial of a registration, as we deem appropriate. You agree that Constant shall not be liable to you or any third party for any termination of your access to the Digital Properties and the Services. Account termination may result in the forfeiture and destruction of all information associated with your Constant Account.

If you wish to terminate your Constant Account, you may do so by contacting Constant's customer service at [connect@useconstant.com](mailto:connect@useconstant.com). Upon termination of this Agreement and/or your Constant Account, you shall destroy and remove from all computers, and other storage media all copies of Content (except where retaining such Content is necessary to comply with applicable law, or is necessary to maintaining an existing investment), that you acquired through the Services and cease using the Digital Properties and the Services immediately. Any fees paid to Constant are non-refundable, unless otherwise specified and you shall remain obligated to pay all outstanding charges, if any, relating to your use of the Digital Properties and the Services incurred prior to such termination.

All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, confidentiality provisions, indemnification, warranty disclaimers, and limitation of liability.

## **12. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of New York without regard to its rules on conflicts or choice of law that would require or permit the application of the laws of any other jurisdiction. BY AGREEING TO THESE TERMS OF USE AND USING THE DIGITAL PROPERTIES AND/OR THE SERVICES, YOU AGREE TO SUBMIT TO PERSONAL JURISDICTION IN THE STATE OF NEW YORK FOR ALL PURPOSES AND YOU AGREE TO WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY FOR ANY MATTER. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You understand that you may consult with counsel about agreeing to this Agreement, and you agree that by using the Digital Properties and/or the Services, you are voluntarily accepting the Agreement.

### 13. COMPLIANCE WITH APPLICABLE LAWS

The Digital Properties and the Services are based in the United States. We make no claims concerning whether the Digital Properties and the Services are accessible, or whether Content may be downloaded, viewed, or be appropriate for use outside of the United States. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. The Digital Properties and the Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any Constant information, data, or materials provided by Constant in violation of the United States export laws or regulations.

### 14. CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS; ELECTRONIC DELIVERY SYSTEM.

By agreeing to electronic delivery, I am giving my informed consent to electronic delivery of Constant's terms and conditions, agreements, transaction documents, notices, disclosures, statements, regulatory communications (such as privacy notices), tax-related documents, and any other information, documents, data, and records regarding my Constant Account and the Services (including amendments to this Agreement) ("Account Documents"). Account Documents may be sent to me at the mailing address for my Constant Account or the email address that I have given to you during Constant Account registration or at such other address as I may hereafter give you in writing or by email at least ten calendar days prior to delivery. All communications so sent, whether in writing or otherwise, shall be deemed given to me personally when sent or posted by or on behalf of Constant, whether actually received or not. I agree that if you send an email to the email address on record for my Constant Account, this constitutes "written notice" from Constant to me, and that the date of receipt is considered to be the date of transmission. I understand that it is my sole responsibility to ensure that any emails from you are not marked as SPAM. I acknowledge that your primary methods of communication with me include (A) posting information via the Constant Platform, (B) sending email(s) to my email address of record, and (C) providing me with notice(s) that will direct me to the Constant Platform where I can read and print such information. Unless otherwise required by law, you reserve the right to post Account Documents on the Constant Platform without providing additional notice to me. Regardless of whether or not I receive an e-mail notification, I agree to check the Constant Platform regularly to avoid missing any information, including time-sensitive or otherwise important communication. Additionally, I acknowledge that the Internet is not a secure network and agree that I will not send any confidential information, including account numbers or passwords, in any unencrypted e-mails. I also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold you, your affiliates, and your and your affiliates' respective officers and employees harmless for any such access regardless of the cause. In addition:

- **Responsibility to Review Account Documents.** I agree to promptly and carefully review all Account Documents when they are delivered and notify Constant in writing within ten calendar days of delivery (or earlier, as may be specified in any Additional Terms) if I object to the information provided. If I fail to object in writing within ten calendar days of delivery, Constant is entitled to treat such information as accurate and conclusive.
- **Costs.** Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and I agree to bear these costs. Constant and its affiliates will not charge me additional online access fees for receiving electronic delivery of Account Documents.



- **Revocation of Consent.** Subject to these Terms of Use, I may revoke or restrict my consent to electronic delivery of Account Documents at any time by notifying Constant Credit in writing of my intention to do so. I also understand that I have the right to request paper delivery of any Account Document that the law requires Constant Credit to provide me in paper form. I understand that if I revoke or restrict my consent to electronic delivery of Account Documents or request paper delivery of same, Constant Credit, in its sole discretion, may charge me a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to me electronically, restrict or close my Constant Credit Account, or terminate my access to the Services. I understand that neither my revocation or restriction of consent, my request for paper delivery, nor Constant Credit's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while my consent was in effect.
- **Duration of Consent.** My consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either I or Constant Credit revoke it. I understand that it may take up to three business days to process a revocation of consent to electronic delivery, and that I may receive electronic notifications until such consent is processed.
- **Hardware and Software Requirements.** I understand that in order to receive and download electronic deliveries, I must have access to the Internet, a valid e-mail address, and the ability to download such applications as Constant may specify and to which I have access. I agree that I can download, save, or print any Account Documents I receive via electronic delivery for my records. I will maintain a valid e-mail address and continue to have access to the Internet.

## 15. NOTICE

Where Constant requires that you provide an e-mail or physical address, you are responsible for providing Constant with your most current e-mail or physical address. In the event that the last e-mail address you provided to Constant is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, Constant's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Constant at the following address: [connect@useconstant.com](mailto:connect@useconstant.com). Such notice shall be deemed given when received by Constant.

## 16. BINDING ARBITRATION

Except in connection with any Advisory Agreement, and only to the extent permitted by applicable law, in the event of a dispute arising under or relating to this Agreement, the Digital Properties, the Services, or the Content (each, a "**Dispute**"), such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act ("**FAA**"). NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website [www.jamsadr.com](http://www.jamsadr.com). Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be

conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 19 below, nothing in these Terms of Use will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

## **17. CLASS ACTION WAIVER**

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## **18. EQUITABLE RELIEF**

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms of Use. We may, without waiving any other remedies under these Terms of Use, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above.

## **19. QUESTIONS, COMPLAINTS, CLAIMS**

If you have any questions, complaints or claims with respect to the Services, please contact us at [connect@useconstant.com](mailto:connect@useconstant.com). We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

## **20. MISCELLANEOUS**

This Agreement constitutes the sole agreement between you and Constant for your use and the provision of the Digital Properties and the Services and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Agreement shall bind either you or Constant. Any of the terms of this Agreement which are determined to be invalid, unlawful, void, or for any reason unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of this Agreement as a whole. Failure to insist on performance of any of the terms of this Agreement will not operate as a waiver of any subsequent default. No waiver by Constant of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part without Constant's prior written consent, and any attempted assignment, transfer or delegation in violation of the foregoing will be null and void. This Agreement shall be binding

upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. The communications between you and Constant may take place via electronic means, whether you visit the Digital Properties and the Services or send Constant e-mails, or whether Constant posts notices on the Digital Properties and the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Constant in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Constant provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("E-Sign"). Constant shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, pandemics, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. If you have questions about the Agreement or our services, please contact us via email at [connect@useconstant.com](mailto:connect@useconstant.com).

## **21. UPDATES TO THIS TERMS OF USE**

This Terms of Use is effective as of the date stated at the top of this Terms of Use. We may update this Terms of Use from time to time and without prior notice to you. We will indicate at the top of this Terms of Use when it was most recently updated, and we encourage you to revisit this link periodically to stay aware of any changes. By accessing the Digital Properties or the Services after we change this Terms of Use, you are deemed to have accepted such changes.

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YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU ARE ENTERING THESE TERMS ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO LEGALLY BIND THE ENTITY TO THESE TERMS.

BY CLICKING "I CONFIRM THAT I HAVE READ AND AGREE", OR OTHERWISE ACKNOWLEDGING YOUR CONSENT ELECTRONICALLY, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SUCH ACTION IS THE EQUIVALENT OF MANUALLY EXECUTING THIS AGREEMENT BY HAND AND SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS SUCH MANUAL SIGNATURE, THEREBY CONSTITUTING YOUR WRITTEN AUTHORIZATION, ACCEPTANCE OF AND INTENT TO BE LEGALLY BOUND BY ALL TERMS AND CONDITIONS CONTAINED HEREIN, AND CONSTITUTING A VALID ELECTRONIC SIGNATURE.