



## TERMS OF USE

THESE TERMS OF USE (“TERMS OF USE”) GOVERN ACCESS TO AND USE OF THE ORANJ™ SOFTWARE APPLICATION, THIS WEBSITE (“SITE”) AND ANY RELATED SYSTEMS, INCLUDING ALL UPDATES, ENHANCEMENTS AND RELATED MATERIAL (COLLECTIVELY, “APPLICATION”) PROVIDED TO YOU AND ANY ENTITY YOU REPRESENT (“YOU” or “USER”) ON THIS SITE. Oranj™ is a trademark and trade name of Investment Grade Technologies, LLC, a Delaware limited liability company, d/b/a Oranj (along with its affiliates and each of their successors and assigns, “Oranj”). PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THE APPLICATION AND/OR THE SITE, YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTAND, AND AGREE TO BE BOUND BY, THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THE APPLICATION, INCLUDING THIS SITE. These Terms of Use are in addition to (and do not limit) any other agreements you may have with Oranj.

ORANJ MAY UPDATE AND CHANGE THESE TERMS OF USE FROM TIME TO TIME WITHOUT NOTICE TO YOU. YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS OF USE WHEN USING THE APPLICATION, AND ORANJ IS RELYING UPON USER’S AGREEMENT TO, AND COMPLIANCE WITH, THE TERMS OF USE, AS AMENDED, WHEN YOU USE THE APPLICATION.

To use the Application, you must be—

- ① 18 years of age or older;
- ② expressly authorized by your financial advisor or your employer that was granted access to the Application via a license (in either case, the “Licensee”) or otherwise granted access to the Application by a Licensee in accordance with the terms of any Subscription Agreement between Oranj and the Licensee;
- ③ registered with Oranj pursuant to its registration requirements and meet all eligibility for a Subscription Agreement; and
- ④ authorized to use the Application through a user id/password provided by Oranj.

**1. Application Process.** By accepting these Terms of Use, Oranj hereby grants you permission to use the Application when it is available as provided in these Terms of Use, provided that: (i) your use of the Application, as permitted, is solely for your personal, noncommercial use in connection with managing your accounts in connection with your Oranj Account and solely in accordance with the Oranj documentation related to the Application made available to you; (ii) you comply with any authorization, use and security requirements required by Oranj from time to time; (iii) you otherwise comply with the terms and conditions of these Terms of Use; and (iv) you or your financial adviser has entered into and agreed to the terms of a Subscription Agreement for the Application. No other use of the Application is permitted, including that under no circumstances may you: (yy) make the Application available, or allow the Application to be made available, on a network or file server, or (zz) copy the Application, or allow the Application to be copied. The rights granted to you under these Terms of Use are non-transferable and non-exclusive. You grant to Oranj and the Licensee, and will acquire if necessary, all rights to store confidential and personal information and to use such information as intended by use of the Application. You will input information into the Application in any method or format required by Oranj. You are responsible for your own hardware, software and connectivity required to access the Application. You agree that the Application will be unavailable at scheduled and unscheduled times.

You may not:

- (a) access, tamper with, or use non-public areas of the Application, Oranj’s computer systems, or the technical delivery systems of Oranj’s providers;
- (b) attempt to probe, scan, or test the vulnerability of any

system or network or breach any security or authentication measures;

- (c) interfere with, or attempt to interfere with, the access of any user, host, or network, or the proper working of the Application, including, without limitation, sending a virus, overloading, flooding, spamming, or request-bombing the Application;
- (d) impersonate or misrepresent your affiliation with any person or entity;
- (e) transmit any material that is fraudulent, abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable;
- (f) rent, disclose, publish, sell, lease, assign, sublicense or otherwise transfer to any third party any of the Application or your license rights relating to the Application;
- (g) make any attempt to discover the source code, source files or structure of all or any portion of the Application by reverse engineering, decompiling or any other method;
- (h) attempt to design or create works derived from or based on the Application;
- (i) use any portion of the Application to operate a service business or for any other use involving the processing of data of other persons or entities; or
- (j) permit any unauthorized or unintended access or use of the Application through you, your Oranj Account or using your access or user codes.

**2. Oranj Account Requirements.**

- (a) In order to use the Application, you, or your financial adviser on your behalf, will have to create an account (your “Oranj Account”).
- (b) Oranj Accounts are only available to users age 18 and

older.

(c) By registering with Oranj, you represent that you are able to form a binding contract and are not a person barred by any applicable laws from using the Application.

(d) You are not allowed to use another user's Oranj Account.

(e) When an Oranj Account is created, accurate and complete information must be provided. You agree to provide true, accurate, current and complete information in all required fields of the registration form and otherwise related to the Application. If any of your information changes, you agree to update your information as soon as possible. If Oranj suspects that your registration violates (or you are otherwise violating) these Terms of Use, your Oranj Account, at Oranj's sole discretion, may be subject to suspension or termination, and you may be barred from using the Application.

(f) You are solely responsible for the activity that occurs on, and in, your Oranj Account, and you must keep your password secure. You may change your password by updating your account settings. In addition, you agree to immediately notify Oranj of any unauthorized use of your password or any other breach of security. Oranj cannot and will not be liable for any loss or damage arising from your failure to secure your Oranj Account.

(g) Oranj may archive and store such information regarding your use of the Application. Oranj may use such information in any way it deems appropriate. Oranj shall be under no obligation to provide any such stored information to you.

(h) Oranj may contact you by email to: (i) provide any notice related hereto; (ii) respond to any questions you may send us; or (iii) communicate other information as necessary to administer the Application. You shall immediately notify Oranj upon any change in your email address.

**3. Oranj Services.** The Application is a personal finance information management software application that allows you to consolidate and track your financial information in your Oranj Account and to otherwise access services and/or advice you receive from the Licensee. Information in your Oranj Account may come from: (i) you; (ii) the Licensee that you may give permission to provide information to your Oranj Account (but only to the extent that you authorize them to do so); or (iii) any accounts you may have that are maintained online by third party financial institutions, if Oranj is directed to retrieve information from those accounts and Oranj has an ongoing relationship to access such account information with such institution(s). You understand and acknowledge that the information in your Oranj Account is only as accurate and up-to-date as the sources that provide the information.

You understand that neither Oranj nor the Application is providing any financial, tax, legal, insurance or investment advice, and nothing herein shall be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security by Oranj or any third party. You agree that Oranj will not, and will not be deemed to be, furnishing you with any advice or recommendations about whether any security or investment strategy is appropriate or suitable; or maintaining custody of any of your funds, securities or other assets. The decision to buy, sell, or hold any investment rests solely with

you or Licensee.

YOU ASSUME ALL RISK ASSOCIATED WITH YOUR USE OF THE APPLICATION, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA AND CONTENT, AND ANY LOSSES ASSOCIATED WITH ADVICE YOU RECEIVE FROM LICENSEE OR FROM INVESTMENTS YOU MAKE THAT ARE SPONSORED OR RECOMMENDED BY LICENSEE.

**4. Information from Third Party Sites.** If you or your financial adviser direct the Application to retrieve your financial or other information from certain third party sites, you explicitly authorize Oranj to act as your agent solely for the purpose of receiving that information on your behalf. When you enter your login and password (or other access credentials) to any third party site, or otherwise approve the retrieval of information, you explicitly represent and warrant that you have all necessary rights to authorize the Application (using your Oranj Account) to access and copy the information on that site on your behalf. You also authorize Oranj to use third party services, including to access your information from third party sites, in accordance with such site's terms of service. You understand and acknowledge that Oranj has no control over the accuracy of the information provided by any third parties, including, but not limited to, any third party financial or other institutions.

**5. Oranj Intellectual Property.** Oranj, and/or its third party providers (which expressly includes its licensors), shall at all times retain exclusive ownership of all rights, title and interest in and to the Application, including the Site, and any copies and parts thereof (including all enhancements, modifications, revisions, updates, supplements, interim works and derivative works related thereto; any related technical know-how; and all copyright, patent and other intellectual property rights therein). All of the foregoing are protected by copyright and other intellectual property laws. Your rights shall be limited solely to the use of the Application as provided for herein, and the other applicable terms, conditions and agreements with respect to the use of the Application. You will have no rights, ownership or interest in or to the Application except as provided herein, and Oranj expressly reserves all rights not otherwise specifically granted hereunder. You may not alter or remove any copyright notice or proprietary legend contained in the Application, including the Site. You do not receive any, and Oranj retains, all ownership rights in the Application, including the Site. All trademarks and service marks on the Application, including the Site, belong to Oranj, except for third party trademarks or service marks which are the property of such third party owners.

**6. Your Content.** Content you input or select to have transmitted (and is then transmitted) to the Application for hosting, display, and distribution via your Oranj Account is collectively "Your Content". You grant to Oranj and its representatives and agents, and the Licensee, a non-exclusive, fully-paid, world-wide, transferable, royalty-free license, with the right to grant sublicenses, to display, store, transcode, transmit, reproduce, edit, modify, create derivative works, and reuse Your Content (or any portions or derivative works thereof) for the purposes you authorize within your Oranj Account and as otherwise permitted herein and in Oranj's Privacy Policy, located at [www.runoranj.com/privacy-policy](http://www.runoranj.com/privacy-policy)

(“[Privacy Policy](#)”). Without limiting the foregoing, you expressly agree that Oranj may do any or all of the foregoing with Your Content (in conjunction with aggregating it with other content) so long as such information is non-identifiable to you as an individual, including as permitted under Licensee’s Subscription Agreement.

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**7. Representations & Warranties.** With respect to Your Content you hereby represent and warrant to Oranj that:

- (a) you own all rights in Your Content or, alternatively, you have acquired all necessary rights in Your Content to enable you to grant to Oranj and Licensee the rights in Your Content described herein;
- (b) you have paid and will pay in full all license fees, clearance fees, and any other financial obligations, of any kind, arising from any use of Your Content in the Application;
- (c) you are the individual named in Your Content, or, alternatively, if you are a Licensee who has been provided access to an individual’s account, you have obtained all necessary permissions and authorizations from the person named in Your Content to enable your use of the Application in accordance with these Terms of Use; and
- (d) access by the Application of Your Content does not infringe the intellectual property rights, privacy rights, publicity rights, or any other legal or moral rights of any third party.

You further agree to keep all records necessary to establish and maintain Your Content so that it does not violate any of the foregoing representations and warranties and to make such records available to Oranj upon Oranj’s request.

**8. Feedback.** You further agree that Oranj is free to use for any purpose whatsoever, ideas, know-how, concepts, techniques, comments, criticisms, reports, or other feedback other than Your Content (“[Feedback](#)”), whether oral or written, that you may send to Oranj. You acknowledge and agree that you have no expectation of compensation or confidentiality of any nature with respect to this feedback, and use by Oranj of such Feedback (including with limitation related to the Application) shall be, and shall remain, the sole and exclusive property of Oranj.

**9. Alert Claimer.** You understand and agree that any electronic communications that you request in your account settings and that Oranj provides to you may be delayed or prevented for reasons beyond Oranj’s control. Oranj can neither guarantee the delivery nor the accuracy of the content of any alert. You agree that Oranj is not liable for any delays, any losses suffered pursuant to any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

## 10. GDPR Obligations.

Without limiting Oranj’s obligation to comply with the GDPR, Oranj, in its capacity as a data processor or sub-processor of Personal Data on your behalf, will:

- (i) Process Personal Data only on documented instructions from you, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by European Union or Member State law to which Licensee is subject. In such case, you will inform Oranj of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;
- (ii) Ensure that persons authorized to Process the Personal Data have either committed themselves to confidentiality, or are otherwise under an appropriate statutory obligation of confidentiality;
- (iii) Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of the Processing, including all measures required pursuant to Article 32 of the GDPR;
- (iv) Taking into account the nature of the Processing, assist you by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of your obligation to respond to requests for exercising the Data Subject’s rights laid down in Data Protection Law (including Chapter III of the GDPR);
- (v) Reasonably assist you in ensuring compliance with data security, Personal Data Breach, data protection impact assessments, and engaging in legally required consultations with a competent supervisory authority, pursuant to Data Protection Law (including Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Oranj);
- (vi) At the choice of you, promptly delete or return all the Personal Data to you after the end of the provision of services relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data;
- (vii) Make available to you all information reasonably necessary to demonstrate compliance with Data Protection Law (including the obligations laid down in Article 28 of the GDPR) and allow for and contribute to reasonably frequent audits, including inspections, conducted by you or another auditor mandated by Licensee, provided that (i) each party shall bear its own costs in connection with an audit up to one audit per contractual year; (ii) for any further audits during the same contractual year, you shall bear the costs; and (iii) each party shall always bear its own costs in relation to audits initiated by a competent supervisory authority; and
- (viii) Immediately inform you if, in its opinion, an instruction infringes Data Protection Law.

You may also submit, or otherwise provide access to, Personal Data through the use of the Application, the extent of which is determined and controlled by you in your sole discretion, and which may include Personal Data relating to the following

categories of Data Subjects: employees, contractors and customers. You may also submit or make available Personal Data, the extent of which is determined and controlled by you at your sole discretion, and which may include the following categories of Personal Data: first and last name and contact information. Oranj stores such Personal Data during the period you use and have access to the Application and for a period of time thereafter necessary to meet legal and regulatory retention requirements.

(c) Oranj may engage third party sub-processors to Process Personal Data in accordance with this Section 10, and in accordance therewith:

(i) You authorize Oranj to appoint the sub-processors that Oranj has engaged as of the effective date of these Terms of Use;

(ii) Oranj will provide you prior notice of any additional or replacement sub-processors, and after being notified of such, you must notify Oranj, within ten business days of such notice, of any reasonable objection you have to such sub-processors. Failure to notify Oranj within this time frame will constitute approval of such sub-processors;

(iii) In the event you provide reasonable objection pursuant to Section 10(c)(ii), Oranj will use commercially reasonable efforts to make a change in Processing to avoid Processing of Personal Data by such sub-processor. If Oranj is unable to make available such change within a reasonable period of time, which shall not exceed sixty days, you may terminate services provided under and in accordance with these Terms of Use in respect only to those services which cannot be provided by Oranj without the use of the objected-to sub-processor, by providing written notice to Oranj. You shall receive a refund of any prepaid fees for the period following the effective date of termination with respect to such services terminated pursuant to such objected to sub-processor; and

(iv) In the event Oranj engages sub-processors in accordance with these Terms of Use, Oranj shall place the same, or similar, obligations provided in these Terms of Use on such sub-processors, or other obligations required by Data Protection Law. Oranj will remain liable to you for such sub-processor's performance of its obligations arising out of this Section 10.

(d) Oranj will promptly notify you upon becoming aware of a Personal Data Breach.

(e) Where you face an actual or potential claim arising out of or related to a violation of any Data Protection Law (e.g., Article 82 of the GDPR) concerning the services, Oranj will promptly provide all materials and information reasonably requested by you that are available to Oranj and relevant to the defense of such claim and the underlying circumstances concerning such claim.

(f) Oranj will comply with Data Protection Law.

(g) For purposes of this Section 10, the following terms are defined as set forth below, and any undefined terms contained in this Section 10 and not otherwise defined in the Terms of Use shall

have the meanings assigned in the GDPR:

(i) "Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to you or Oranj, relating to data security, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

(ii) "Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

(iii) "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data, whether transmitted, stored, or otherwise Processed.

(iv) "Privacy Shield Principles" means the Privacy Shield Principles, including the Supplemental Principles under the EU-U.S. Privacy Shield and the Swiss-U.S. Privacy Shield.

(v) "Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have a corresponding meaning.

(vi) "Standard Contractual Clauses" means standard contractual clauses in the form mandated by and pursuant to the European Commission's decision (C(2010)593) of 5, February 2010, on standard contractual clauses for the transfer of personal data to processors established in third countries or in the form mandated by, and pursuant to, another European Commission decision authorizing the use of standard contractual clauses to safeguard a transfer to processors or sub-processors in accordance with Data Protection Law.

**11. Term & Termination.** These Terms of Use are effective until terminated. Oranj and/or Licensee may terminate these Terms of Use and your access to the Application at any time without notice in their sole and absolute discretion. You may terminate these Terms of Use upon written request to Licensee. These Terms of Use will also terminate if you fail to comply with any term or condition herein. You agree, upon any termination, you will: (i) return any confidential or proprietary information to

Oranj; and (ii) cease accessing or using the Application, and certify such to each of the foregoing in writing if requested by Oranj. Oranj will disable your access to the Application upon termination. All rights and obligations reasonably intended to survive the termination of these Terms of Use will so survive (including the disclaimers and limitations of liability herein).

**12. Modifications.** Oranj reserves the right to modify or discontinue the Application at any time, with or without notice, to you. Oranj will not be liable to you or any third party should Oranj exercise its right to modify or discontinue the Application. Oranj will not be obligated to provide any support or maintenance services except as may be contracted for in writing for a fee agreed to by Oranj, but Oranj, if it so elects at its sole discretion, may provide modifications, updates and enhancements ("Updates") to the Application from time to time by directly installing the Update on the Site. You agree to only use the Application, as updated pursuant to any Updates. You acknowledge that Oranj will not be obligated to continue to support or keep active any prior version of the Application once an Update is released and active for you. Updates may disable or delete features of the Application, as necessary, including without limitation, due to a change in relationship with a third party licensor or other partner.

**13. Limited Warranties & Disclaimer.** By using the Application and agreeing to and accepting these Terms of Use you hereby represent and warrant to Oranj, and agree with Oranj as follows: (i) acquiring, operating and maintaining the proper environment necessary to properly operate and access the Application, including this Site, including the telecommunications infrastructure, hardware, interfaces and other software, is your sole responsibility; (ii) you are responsible for determining whether the Application will achieve the results you desire and for selecting qualified personnel to use the Application on your behalf as permitted herein; (iii) you are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions of or in the Application or Internet or wireless service access, or the results thereof, including examination and confirmation of data prior to use thereof, and provision for identification and correction of errors and omissions; (iv) you agree to maintain at all times alternative methods capable of substitution in the event the Application is unavailable to you for whatever reason; (v) you are solely responsible for complying with all applicable international, federal, state and local laws, rules and regulations relating to the use of the Application and the information and data related thereto, privacy (including for sharing information with Oranj/Licensee and putting information on the Application), and trading of securities (late trading and market timing); and (vi) your data will be properly inputted into the system, and no improper or otherwise inappropriate code (such as a virus) shall be inputted into the system.

YOU EXPRESSLY AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IN CONNECTION WITH YOUR USE OF THE APPLICATION, YOU MAY BE INSTRUCTED TO OBTAIN AND LOAD ONTO YOUR COMPUTER CERTAIN OTHER

THIRD-PARTY SOFTWARE (COLLECTIVELY THE "THIRD-PARTY SOFTWARE") OR TO CONFIGURE YOUR COMPUTER SYSTEM IN A PARTICULAR MANNER (THE "CONFIGURATION SPECIFICATIONS"). LIKEWISE, ORANJ AND ITS PROVIDERS PROVIDE THE CONFIGURATION SPECIFICATIONS AND THE THIRD-PARTY SOFTWARE TO YOU ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. YOU ASSUME THE ENTIRE RISK IN USING THE APPLICATION AND THE THIRD-PARTY SOFTWARE AND IN CONFIGURING YOUR COMPUTER SYSTEM IN ACCORDANCE WITH THE CONFIGURATION SPECIFICATIONS. ORANJ AND ITS PROVIDERS MAKE NO, AND HEREBY DISCLAIM ANY AND ALL, REPRESENTATIONS AND WARRANTIES THAT THE APPLICATION, THE THIRD-PARTY SOFTWARE OR CONFIGURATION SPECIFICATIONS WILL BE ERROR FREE OR UNINTERRUPTED, OR THAT ANY NON-CONFORMITIES CAN OR WILL BE CORRECTED.

TO THE FULLEST EXTENT PERMITTED BY LAW, ORANJ AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATION, YOUR ORANJ ACCOUNT, THE THIRD PARTY SOFTWARE, THE CONFIGURATION SPECIFICATIONS, AND ANYTHING ELSE RELATED TO ANY OF THE FOREGOING OR THIS SITE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT. ORANJ AND ITS PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE APPLICATION OR THE CONTENT OF ANY APPLICATIONS OR THIRD PARTY SERVICES OR OTHERWISE THAT WORK WITH THE APPLICATION AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR APPLICATIONS; (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE APPLICATION OR YOUR ORANJ ACCOUNT; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR ANY AND ALL PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APPLICATION; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APPLICATION; AND (vi) FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE APPLICATION—INCLUDING ANY ADVICE YOU RECEIVE FROM LICENSEE OR PRODUCTS OR SERVICES YOU ACCESS VIA THE APPLICATION.

IN ADDITION, YOU EXPRESSLY AGREE THAT ACCESS TO THE APPLICATION MAY BE LIMITED OR UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SYSTEM UPGRADES, MALFUNCTIONS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS. ORANJ AND ITS PROVIDERS MAKE NO WARRANTIES REGARDING MATERIALS PROVIDED BY THIRD PARTY LICENSORS OR HOSTS, PARTNERS, ARRANGEMENTS WITH THIRD PARTIES, OR USE OF THIRD PARTY SITES, SYSTEMS OR SERVICES.

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WITH RESPECT TO ANY REPORTS PROVIDED BY ORANJ TO YOU AS PART OF THE APPLICATION ("REPORTS"), CERTAIN DATA, INCLUDING, WITHOUT LIMITATION, CERTAIN HISTORICAL DATA, MAY BE MISSING OR OMITTED OR INACCURATE. AS SUCH, ORANJ MAKES NO GUARANTEE OF COMPLETENESS OR ACCURACY AS IT RELATE TO THE DATA IN ANY SUCH REPORTS.

WITH RESPECT THE APPLICATION'S FEATURES RELATING WASH SALES RULES, MINIMUM HOLDING PERIOD RULES AND TAX HARVESTING RULES (COLLECTIVELY, "TAX RULES"), SUCH FEATURES ARE BASED ENTIRELY ON TRANSACTION DATA FROM YOUR CUSTODIANS. ANY FAILURE BY THE CUSTODIANS TO PROVIDE ANY SUCH DATA, OR INACCURACY, LAPSE OR GAP IN SUCH DATA, MAY RESULT IN THE APPLICATION'S INABILITY TO ACCURATELY COMPLY WITH THE TAX COMPLIANCE RULES. FURTHERMORE, SUCH FEATURES DO NOT PURPORT TO ACCOUNT FOR EVERY SCENARIO OR SITUATION WHICH COULD OR WOULD RESULT IN FAILURE TO COMPLY WITH THE TAX RULES.

ORANJ AND ITS AFFILIATES DO NOT PROVIDE TAX, LEGAL OR ACCOUNTING ADVICE. ANY AND ALL REPORTS AND INFORMATION PREPARED IN CONNECTION WITH THE APPLICATION HAS BEEN PREPARED FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO PROVIDE, AND SHOULD NOT BE RELIED ON, FOR TAX, LEGAL OR ACCOUNTING ADVICE. YOU SHOULD CONSULT WITH YOUR OWN TAX, LEGAL

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Last Revised: July 9, 2020