

TERMS OF USE

1. Introduction

These Terms of Use (“**Terms**”) apply to your use of all mobile applications, products, software, services, websites and other services (collectively referred to as the “**Service**”) operated by Allio Fintech (“**Allio**”, “**we**”, “**us**” or “**our**”). The term “Service” also encompasses any portion, aspect or feature of our services. When we mention the Service, we are referring to our services or the Service. The terms “**you**”, “**your**” and “**yours**” refer to you as the user of the Service. You can accept the Terms by either: (a) clicking to accept or agree to the Terms, if this option is available in the user interface, or (b) using the Service. In the latter case, you understand and agree that your use of the Service constitutes acceptance of the Terms from that point onwards. By visiting or using the Service, you acknowledge and agree to accept these Terms. Your continued use of the Service signifies your acceptance of any revisions made to these Terms.

BY ACCESSING AND USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY (THE “PRIVACY POLICY”) WHICH MAY BE FOUND ON OUR WEBSITE, AND WHICH IS HEREBY INCORPORATED INTO THESE TERMS AND MADE A PART HEREOF BY REFERENCE. IF YOU DO NOT AGREE TO ANY OF THESE TERMS (INCLUDING ANY OF THE TERMS OF THE PRIVACY POLICY), YOU MAY NOT ACCESS OR USE THE SERVICE OR ANY PORTION THEREOF.

THE SECTIONS BELOW ENTITLED “CONSENT TO CONTRACT ELECTRONICALLY” AND “DISPUTE RESOLUTION” CONTAIN A CONSENT TO BE BOUND BY THESE TERMS AND OTHER AGREEMENTS VIA ELECTRONIC CONSENT, AND A BINDING ARBITRATION AGREEMENT, RESPECTIVELY. THESE PROVISIONS AFFECT YOUR LEGAL RIGHTS; PLEASE READ THEM.

2. Additional Agreements and Disclosures

2.1 Additional agreements and/or disclosures may apply with respect to your access to and use of the Service as a whole or specific products and services accessible via the Service. These agreements and/or disclosures, including those are found on our website at Alliocapital.com, are incorporated into these Terms by reference, provided they do not conflict with these Terms. In the event of a conflict, the terms of such separate user agreement and/or disclosure will prevail concerning those specific products or services.

2.2 Your access to the Service may be subject to terms of use, privacy and other agreements required by third party providers in connection with the use of your device, telephone, wireless and other services.

3. Privacy Policy

Information such as Registration data and other information about you are subject to our privacy policy, the terms of which can be found at our website Alliocapital.com and are incorporated into these Terms by reference.

4. Service Availability

4.1 We cannot ensure constant availability of the Service. We will make reasonable efforts to maintain the Service. However, we do not guarantee that (a) the Service will function uninterrupted, be secure or available at specific times or locations or that the results obtained from its use will be accurate or reliable; (b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or (d) the results of using the Service will meet your requirements. Use of the Service is at your own risk.

4.2 We reserve the right, without obligation, in our sole discretion, to modify, improve, discontinue or correct any errors or omissions in any part of the Service at any time.

4.3 By using the Service, you acknowledge that we are not liable for any losses resulting from your use and recognize the following risks: (1) Internet or wireless access may be delayed, interrupted, or unavailable; (2) data transmitted through the internet or wireless access may be intercepted by unauthorized persons; (3) failure to physically secure your electronic device or protect your passwords can result in unauthorized access to your account(s); (4) accuracy and timeliness or completeness of data transmitted through the internet or wireless access cannot be guaranteed; and (5) response times may be delayed by market volatility, volume or systems capacity.

5. Technology Requirements

5.1 To access and use the Service electronically, you need a functioning mobile device (such as a smartphone or tablet) with our application installed. This application is available in most mobile devices' respective "app store". You may also access and use the Service with a personal computer equipped with a modem or other Internet access device. You are responsible for the selection, installation, maintenance and operation of your computer and mobile device, your telecommunications service provider, and your computer and mobile device software. We are not responsible for any errors, failures, or malfunctions of your mobile device and software or your telecommunications services. You are responsible for ensuring that your mobile device, software and telecommunications services are compatible with the Service. We reserve the right to change the system requirements for using the Service.

5.2 The Service may automatically download and install software updates. These updates are designed to improve, enhance and further develop the Service and

may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates as part of your use of the Service.

6. Eligibility Criteria

Access to the Service, or to specific portions thereof, may be restricted to users who meet certain eligibility criteria. These criteria shall be determined at our sole discretion and may be amended or modified at any time. By accessing and using the Service, you represent and warrant that you are at least 18 years of age, or otherwise of legal age to enter into binding agreements in your jurisdiction, and that you are the individual you claim to be. You further agree to comply with all applicable federal, state, and local laws and regulations in connection with your use of the Service. You are solely responsible for ensuring that your use of the Service is in full compliance with these laws.

7. International Use

7.1 The Services provided by us are offered only in jurisdictions where it is legally permissible. The availability of the Service over the Internet is not a solicitation or offering of Services to any person in any jurisdiction where such solicitation or offering is illegal. We reserve the right, at our sole discretion, to limit the availability to any person, geographic area, or jurisdiction, at any time.

7.2 We make no representation that the Service is appropriate or available for use outside the United States. Clients located outside the United States are not permitted to use the brokerage services by us. Accessing our website or using the Service from locations where the Service may be deemed illegal is strictly prohibited. If you choose to access the Service from outside the United States, you do so at your own risk and are solely responsible for ensuring compliance with all applicable local laws and regulations.

7.3 If you are located outside the United States, you consent to having your personal data transferred to and processed in the United States. If you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals, you will not engage in commercial activities on or through the Service.

8. Content and Tools

8.1 The Service may include news, information, commentary, interactive tools, securities, symbols, quotes, research reports and data concerning the financial markets, securities and other related subjects (collectively referred to as "Content").

8.2 Some content may be provided by non-affiliated companies. The source of third-party Content will be clearly and prominently identified where practicable.

We are not involved in the preparation, adoption, or editing of the third-party Content and do not endorse or approve such Content.

8.3 The Content is for educational and illustrative purposes only and does not imply a recommendation or solicitation to buy or sell a particular security or engage in any particular investment strategy. Certain tools published on the Service may provide general information and guidance based upon your personalized input. The projections or other information regarding the likelihood of various investment outcomes are hypothetical in nature, not guaranteed for accuracy or completeness, do not reflect actual investment results and are not guaranteed of future results.

8.4 Testimonials may not be representative of the experience of other clients and are not indicative of future performance or success. Paid testimonials will be identified as such.

8.5 Our Service may allow you to post, link, store, share and otherwise make available certain information, text, images, or other material. You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

8.6 You represent and warrant that: (i) the Content you post on the Service is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

8.7 By posting Content on the Service or on third party sites (such as our social media pages), you agree that we may publish your Content in whole, or in part. We do not agree to post all Content received. We reserve the right to remove or modify any posting that is false, offensive, violates any law or the rights of third parties, violates these Terms, or is defamatory or duplicative.

8.8 When you submit a posting to us on the Service or other sites, we may identify you by: your hometown, and state or country; and your first name, or last name and initial, or an alias that you have provided to us; your "member since" date; and other information that does not specifically identify you.

8.9 We reserve the right to reveal your identity and the Content of your original and posted submissions in response to legal action by any party, or in response to a request by governmental authority, or in our defense.

8.10 We retain ownership of all postings submitted on the Service, except when we post copyrighted material. By posting Content, you warrant and represent that you own the rights to the Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute the Content. You hereby irrevocably waive any claims based on moral rights and similar theories, if any.

8.11 All comments, feedback, suggestions, ideas, and other submissions that you disclose, submit or offer to us in connection with your use of the Service will become our exclusive property. Such disclosure, submission or offer of any submission constitutes an assignment to us, and you hereby assign to us, all worldwide right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to your submissions and you agree to waive any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory relating to submissions. We will own exclusively and you hereby assign to us all right, title and interest in your Content and agree that we will not be limited in any way in the use, commercial or otherwise, of your Content. We are and will be under no obligation to pay you or any third party any compensation for any of this Content.

8.12 The Content is not warranted as to completeness or accuracy and is subject to change without notice. The Content is presented only as of the date published or indicated and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

8.13 CONTENT AND TOOLS ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, AND WE DO NOT MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE CONTENT AND TOOLS FOR ANY PURPOSE, NOR TO ITS ACCURACY, TIMELINESS, COMPLETENESS, USEFULNESS OR NON-INFRINGEMENT. WE AND OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES AND THIRD-PARTY PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Quotes and Market Data

9.1 A third party not affiliated with us may provide you access to market data and quotes to be used alongside the Service. If market data and quotes are provided to you by a third party, your access and use of such data and quotes will be governed by the terms and conditions imposed by such third-party.

9.2 If we provide market data and quotes, the following conditions will apply. Any price quotes that we provide may be delayed fifteen (15) minutes or longer, according to the rules and regulations applicable to exchanges and quote providers. We reserve the right to limit the number of free real-time quotes. We do not make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes.

9.3 We may provide information regarding the value of your share positions based on the closing share price of the latest market day. This data is for informational purposes only and does not reflect the actual price you may receive if you sell your shares. You also acknowledge that quotes, and related information provided based on quotes, are obtained from sources that we believe to be reliable, but we do not guarantee their accuracy or completeness. By using the Service, you waive any claims against us or the quote provider related to the quotes or the quote-based information.

9.4 You represent and agree that the following statements are and will continue to be true during your access to the Service: (a) You will not use information or market data provided by a national securities exchange or association in connection with any professional or commercial activities, and you agree to notify us if you intend to do so and to pay any additional charges; (b) you will not use the Service in conjunction with any business as a broker-dealer, investment advisor, futures commission merchant, commodities introducing broker, commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner or associated person of any of the foregoing; and (c) if you are employed by a bank, insurance company or an affiliate, you will not perform functions related to securities or commodity futures trading activity, except with respect to your account(s) with us.

10. Third Party Representations

We are not responsible for representations made by non-employees or third parties, unless they are expressly authorized, in writing, to speak on its behalf. We do not endorse, authorize or stand behind any representations made by users of our Service. You will not seek to hold us liable for the representations of third parties. You will hold us harmless from any deficiencies that may be contained in any prospectuses or communications about securities that we did not actually write.

11. Prohibited Uses

You may not:

- a. Use the Service for any illegal purpose, or any other purpose not permitted in these Terms;
- b. Use the Service or the Content or features for a commercial purpose;
- c. Modify, copy, adapt or translate any part of the Service without our written permission;
- d. Reverse-engineer, decompile, create derivative works of, modify, disrupt, otherwise tamper or disassemble the technology we use to provide the Service or otherwise attempt to obtain our source code;
- e. Bypass, modify, defeat, reverse-engineer, disassemble, tamper with or

- circumvent any of the security features of the Service, including but not limited to altering any digital rights management functionality of our Service;
- f. Impersonate another person or entity, misrepresent your affiliation with a person or entity (including us), or use a false identity;
 - g. Use the login information of another person, unless they specifically authorize you to do so;
 - h. Assist or encourage any third party in engaging in any activity restricted by these Terms.
 - i. Collect, manually or through an automatic process, information about other users or our Service;
 - j. Submit false or misleading information to us or post Content that infringes on a third party's intellectual property;
 - k. Use our name or trademarks in any way that implies affiliation with, or an endorsement, sponsorship or approval by us without express written permission;
 - l. Remove or alter any copyright, trademark or other proprietary notice contained on the Service;
 - m. Engage in any activity that interferes with any third party's ability to use or enjoy, or our ability to provide the Service;
 - n. Interfere with or damage the Service or our servers through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;
 - o. "Deep link" or frame, inline link or mirror any part of the Service without our written permission; and
 - p. Engage, directly or indirectly, in transmission of "spam," chain letters, junk mail or any other type of unsolicited solicitation.

12. Tax and Legal Advice

The Service does not and is not intended to provide legal or tax advice. Consult a professional legal or tax advisor for advice regarding your specific situation.

13. Links To Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the Content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

14. Account Registration and Access

Registering for an account with us by providing the information requested will give you access to certain parts of the Service. Some portions of the Service require you to provide additional personal information (for example, name, age, contact information, date of birth, Social Security number) before you can access their features. Registering for an account is optional, as is providing additional personal information to access additional Services. However, if you do not provide the information requested, you will not be able to access certain features of the Service. You agree that the information that you provide to us upon registration and at all other times will be accurate, current and complete. You agree to maintain and update this information. Failure to do so constitutes a breach of these Terms, which may result in termination of your account on the Service.

15. Information Retention and Authorization

You authorize us to retain a copy of all information received from you, including the information you submit through the registration process or that you provide to us from time to time, either directly or indirectly, and to use such information to match you with product and service offers from us and from our marketing partners.

16. Account Ownership and Identity Representation

You may only register an account for yourself. You agree not to misrepresent your identity, your personal information or your third-party account information.

17. Security and Confidentiality Responsibilities

17.1 You are solely responsible for protecting the confidentiality of your access information and agree to immediately notify us of any unauthorized use, any breach of security or unauthorized account access. We are not liable for any loss or damage from your failure to comply with security obligations. You are responsible for safeguarding the passwords, passphrases, and keys that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

17.2 You agree not to disclose your password or grant access to your account to any third party. If you permit a third party to access your account or act on your behalf while accessing the Service, you do so at your own risk. We will consider any request made or action taken with your account access information to be a request or action by you or authorized by you. You understand that you will be solely responsible for all orders transmitted electronically, or use of any data, information, or services obtained, using your username and password, and other security data. We are not liable for any losses or damages caused by any third person that you authorize or allow access to your account or the Service. If you authorize or allow a third party to access your account or Service, you will cooperate with us in our efforts to defend claims by that third person, and will

indemnify us against any liability, expense, loss or damage that arises from such third-party access.

18. Authorization of Instructions

You agree that we are not required to inquire as to the authority or propriety of any instructions given to us by you or via your username and password, and we will not be liable for any losses you incur, (including any claims, damages, actions, demands, investment losses, or other losses, as well as any costs, expenses charges, attorneys' fees, or other fees and expenses incurred by you), or other liability arising out of any such instructions as long as such instructions reasonably appear to be authentic.

19. User Responsibility for Account Monitoring

You accept full responsibility for monitoring your account.

20. Account Changes and Suspension

We reserve the right to change, cancel, close or suspend any account that you have created in association with the Service at any time, for any reason or no reason, without prior notice to you. If you close your account, we may continue to display your Content at our sole discretion. You agree that if we disable access to your account, you may be prevented from accessing the Service, your account details, or any files or other Content related to your account. If we suspend, disable or close your account, you may not create another one without our written permission.

21. Consent to Obtain Credit and Financial Information

You are giving us your express written consent to obtain consumer reports (including credit reports) about you and other information, including credit and employment information, about you from one or more consumer reporting agencies (including credit bureaus) and to review and act on those reports and information. You authorize us to obtain reports from third parties concerning your financial situation, credit standing, business conduct or reputation. If requested to do so in writing, we will provide you with a copy of any such report. Where the law requires disclosure or if we believe disclosure is necessary for the conduct of our business, you authorize us to disclose nonpublic information about you.

22. Electronic Communications

22.1 The term "Communications" in these Terms includes, but is not limited to: communications and agreements related to the Service and its usage; legal and regulatory disclosures and notices associated with the Service; periodic statements and confirmations; communications between you and us;

postings and other material made available to you on the Service; privacy and security policies and notices; and applicable tax-reporting forms.

22.2 By agreeing to these Terms, you agree that all Communications from us relating to your use of or access to the Service may be provided or made available to you electronically by email, text messaging, “in-app” messaging or by posting a Communication on the Service, and that you can access the Communications in the designated formats described below. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us and our agents concerning your Service usage and access.

22.3 You expressly consent to receiving calls and messages, including auto-dialed and pre-recorded message calls, as well as “in-app” and SMS messages from us, our affiliates, marketing partners, agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider may charge you according to the type of plan you carry.

22.4 If you ask us by contacting us as described below, we will retain copies of Communications for the time period required by law and will provide you with a copy upon request within those time periods. We may elect to not retain copies for longer than is required by law. Please save or print copies of Communications to ensure you have them if needed. You may pay a service fee determined by us for the delivery of Communications that we would otherwise deliver electronically.

22.5 We reserve the right to provide Communications to you in paper form at our discretion even if you have given us consent to provide them electronically. For example, but without limitation, we may do this if we have a system outage, if we suspect fraud or if for any reason your designated email address or mobile phone does not accept emails or texts, respectively, from us.

22.6 Without obligating us to do so, you authorize us to monitor, record or maintain archival copies of electronic, written or oral Communications with you or anyone purporting to act on your behalf. All communications sent to and from us are subject to archival, monitoring, review by and disclosure to someone other than the recipient, such as our compliance administrators and regulatory bodies.

22.7 You are responsible for monitoring your Communications, including making sure that you are receiving any expected Communications. You must review these and other communications to verify the accuracy of account information. You must read and understand the communications and notifications that you receive from us. If you experience any difficulties accessing an electronic document, identify any discrepancies or errors in any electronic communications or notifications you receive from us, failed to receive expected communications, or if you do not understand a notification or communication you receive from us,

you must notify us in writing within forty-eight (48) hours after delivery. Please note that as long as communications are sent to the physical or electronic address of record given by you, or any other address authorized by a designated person, they are legally presumed to be delivered, whether of your actual receipt.

22.8 If you fail to notify us when any of the above mentioned conditions occur, neither we, our employees, agents, affiliates, subsidiaries, control persons, nor our parent, nor any third parties, can or will be held responsible or liable to you or any other person for any claims related to the handling, mishandling, or loss of any order or information. Even if you notify us, we shall not be liable for any claims, demands, actions, losses, damages, liability, costs, charges, counsel fees, or expenses related to the Services unless expressly set forth in these Terms.

22.9 You may withdraw your consent to receive Communications electronically by contacting us as described below. If you choose to withdraw your consent, it will not impact the legal validity or enforceability of any electronic Communications provided or business transaction conducted between us before the withdrawal.

22.10 To ensure uninterrupted receipt of all Communications, please inform us promptly of any changes to your email or mailing address. Please reach out to us using the contact details provided below.

22.11 You acknowledge that you can access, store or print electronic Communications in the designated formats described above. By providing your consent, you agree to receive all Communications electronically and conduct business electronically with us and our agents through the Service. If you are accessing the Service or Communications electronically via a mobile device (such as a smartphone or tablet), you must make sure that you have software on your mobile device that allows you to print or save the Communications presented to you.

23. Consent to Contract Electronically

Your electronic signature or indication of assent to any document related to the Service is deemed legally binding, equivalent to physically executing a hard copy of that document. You commit not to dispute the admissibility of an electronically stored copy of a document bearing your electronic signature or assent. Moreover, you agree not to dispute the validity of your electronic signature or indication of assent, nor dispute the admissibility of our maintained business records reflecting and preserving your electronic signatures and indications of assent.

24. Your Account Information from Third Parties

We may utilize specific third-party services to collect your data from financial

institutions. By utilizing the Service, you authorize our third-party providers to act on your behalf, granting them the right to access and transmit your personal and financial information from the relevant financial institution according to the terms of our third-party provider's privacy policy. Through the Service, you may authorize us to access read-only information for the accounts you have with third party financial institutions, such as your bank. You understand and agree that to enable this feature you must enter on the Service, the login information and credentials necessary to access your account information. By enabling this feature, you grant us express permission to use your login information to access your account information in connection with your use of the Service. You represent and warrant that in providing us with your login information and account information, you are not violating any agreement or terms that you are subject to.

25. Intellectual Property

25.1 You acknowledge and agree that, unless explicitly stated otherwise, we or our licensors retain all legal rights, title and interest in and to the Service, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user reviews, ratings, and all other elements and components of the Service. Furthermore, we own all copyrights, trademarks, service marks, trade names, logos, domain names, other distinctive brand features and other intellectual and proprietary rights (whether those rights happen to be registered or not, and wherever in the world those rights may exist) associated with the Service, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit the Service in whole or in part except as expressly authorized by us in a separate written document. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) affixed to or contained within the Service.

25.2 Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights in or to the Service; all rights remain exclusively with us.

26. License

26.1 We grant you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by us as part of the Service. This license is for the sole purpose of enabling you to use the Service in the manner permitted by the Terms. Any use of the Service other than as specifically authorized herein, without our prior written permission is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless

explicitly stated herein, nothing in the Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so, by us in writing. Without our specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the software, grant a security interest in or over your rights to use the software, or otherwise transfer any part of your rights to use the Service and software.

26.2 The entire Service is our copyrighted work. Unless otherwise specified, no person has permission to copy, display, distribute, republish, or create derivative works from such information in any form.

26.3 You are not allowed to use trademarks referenced in the Service. You may not use any meta tags or any other “hidden text” using our name or trademarks without our express written consent. The trademarks, logos, and service marks displayed on the Service are our property or other parties’. Users are prohibited from using any marks without our written permission or the third party that owns the marks.

26.4 Unless you have been expressly authorized to do so in writing by us, you agree that in using the Service, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos. You acknowledge that the Service may contain information which is designated confidential by us and that you shall not disclose such information without our prior written consent.

26.5 It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. If you believe that any material contained on the Service may infringe on your copyright, notice must be given in writing of the following: (a) identification of the copyrighted work claimed to have been infringed; (b) identification of the allegedly infringing material; (c) information sufficient to permit us to locate the infringing material; (d) a statement that the complaining party has a good faith belief that use of the material is not authorized or permissible by law; and (e) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner, agent, or licensee. Anyone who knowingly misrepresents that material is infringing in such a notice will be liable for any damages and any associated costs incurred by us. Written notice must be sent to: Support@alliocapital.com.

27. Disclaimer of Warranties and Limitation of Liability

27.1 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS ARE DISCLAIMED, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR IN EQUITY. WE DO NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR, OR CORRECTION TO ANY EQUIPMENT YOU USE IN ACCESSING THE SERVICE. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, OR THE SERVERS THAT PROCESS INFORMATION FOR US, ARE FREE OF VIRUSES, BUGS OR OTHER HARMFUL COMPONENTS. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS.

27.2 WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR DAMAGES OF ANY KIND ARISING FROM YOUR MISUSE OF THE SERVICE, INABILITY TO USE THE SERVICE, OR CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY APPLY TO CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT TO THE EXTENT PERMITTED BY APPLICABLE LAW.

27.3 Some states or other jurisdictions do not allow the disclaimer of implied warranties or the exclusion of certain damages, so the above disclaimers, exclusions, and limitations may not apply to you. You may also have other rights that vary from state to state and jurisdiction to jurisdiction.

28. Indemnification

You agree to indemnify and hold us and our employees, representatives, agents, attorneys, affiliates, directors, employees, officers, managers and shareholders (the "Indemnified Parties") harmless from any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought or asserted against any of the indemnified parties: alleging facts or circumstances that would constitute a breach of any provision of these Terms by you; arising from, related to, or connected with your comments, your use of the Service, or your violation of any rights of another. If you are obligated to provide indemnification pursuant to this

provision, we may, in our sole and absolute discretion, control the disposition of any claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any claim without our express written consent.

29. Governing Law

Use of the Service is governed by and will be construed in accordance with the laws of the State of California without giving effect to any principles of conflicts of laws.

30. Dispute Resolution

In the event of a dispute, claim, or controversy that may arise between you and Allio, whether arising before, after, or at the time you agree to these Terms, such dispute, claim, or controversy shall be resolved by arbitration, before one or more arbitrators convened by, and in accordance with the rules then in effect of, the Financial Industry Regulatory Authority (“FINRA”). Such dispute, claim or controversy shall include, but is not limited to, these Terms, any investment advisory relationship between you and Allio Advisors, LLC (“Allio Advisors”), if applicable, and the opening an account with or accepting investment advice from Allio Advisors, and/or accessing, using, or otherwise engaging Allio’s website or related services. Any final award rendered by such arbitrators shall be final and binding between the parties and judgment thereon may be entered in any court of competent jurisdiction. Any action or proceeding not covered by the prior sentence shall be heard only in the state or federal courts located in San Francisco, California, which the parties agree will have exclusive jurisdiction. The parties waive any right to object to venue, including that such action or proceeding has been brought in an inconvenient forum. You also consent to service of process by certified mail to your account’s address of record.

No person shall bring a putative or certified class action to arbitration nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

- the class certification is denied; or**
- the class is decertified; or**
- the customer is excluded from the class by the court.**

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated

herein.

If you have entered into a securities brokerage account agreement with Allio Markets, LLC, the arbitration provision in that agreement will govern your account, superseding this arbitration provision.

Nothing in these Terms will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

31. Jurisdiction and Venue

In the event that any dispute arising under these Terms is not subject to mandatory arbitration, the exclusive jurisdiction and venue for resolution shall lie with a court of competent jurisdiction in San Francisco, California. By agreeing to these Terms, you explicitly consent to the jurisdiction of such courts and commit to accepting service of process issued by such courts.

32. Severability

If any provision of these Terms is unlawful, void or unenforceable, the remaining provisions will remain valid and in effect to the fullest extent possible.

33. Waivers

Any waiver by us of any provision of these Terms will be effective only if in writing and signed by our authorized representative. Any delay or omission by us to exercise any rights under these Terms may not be construed to waive any rights.

34. Section Headings

The section titles, the italicized explanations, and the section headings are not part of the Terms and are not to be used in interpreting these Terms.

35. Notices

If you are a registered user of the Service, any notices from us will be delivered using the contact information you provided. Should you need to notify us, please follow the instructions outlined in the "Contact Us" section below.

36. Survival

Certain provisions of these Terms by their nature will continue in full force and effect after termination, including without limitation the authorizations you have granted, the Disclaimer of Warranties and Limitation of Liability, and Jurisdiction and Venue.

37. Assignment

37.1 You may not transfer or assign any rights or obligations you have under these Terms without our prior written consent. We reserve the right to transfer or assign these Terms or any right or obligation under these Terms at any time. Without giving you prior notice, we may assign your rights or duties under these Terms to any successor, subsidiary or affiliate, and, with prior notice to you by email or account alert, we may assign our rights and duties hereunder to any other third party. These Terms shall continue to bind you regardless of whether our rights or duties are transferred or assigned. You agree that you cannot assign any rights or obligations under these Terms without first obtaining our prior written consent. Any attempt at assignment without receiving prior written consent will be void.

37.2 These Terms are binding upon you, your estate, executors, administrators, personal representatives, heirs, successors, assigns and any entities or individuals you represent with respect to the Service.

38. No Third-Party Beneficiary

You agree that, except as otherwise expressly provided in these Terms, there are no third-party beneficiaries to these Terms.

39. Modification

We reserve the right to modify these Terms at any time at our sole discretion. Any changes to these Terms become effective when we post them on the Service. If we make changes to these Terms, we will attempt to notify you by posting a notice on the Service and/or informing you via e-mail. Your continued use of the Service after we post the modified Terms constitutes your agreement to the modified Terms.

40. Termination

We may change, terminate or suspend our Service at our discretion and for any reason we deem necessary. We reserve the right to terminate or suspend your access to our Service immediately, without prior notice or liability, for any reason whatsoever, including but not limited to, your breach of these Terms.

Upon settling any obligations owed to us, you may cancel your account with or without cause at any time by providing written notice to us. Upon termination, your right to use the Service will cease immediately.

41. Entire Terms

These Terms, along with all other agreements and disclosures referred to in these Terms or located on the Services, as well as any terms contained in our Communications, constitute the entire understanding between you and us. These Terms supersede any previous agreements that you may have had with us

related to the subject matter herein. Any other agreements between you and us, not inconsistent with these Terms, remain applicable if applicable.

42. Contact Us

You can email us at support@alliocapital.com.

43. Subscription Fees

We may charge subscription fees for access to certain features or services within the Service. If applicable, by agreeing to these Terms, you acknowledge and agree that we may charge you recurring subscription fees at the intervals specified during your sign-up or purchase process. These recurring charges will continue until you cancel your subscription, subject to the terms outlined in the advisory agreement. You are responsible for ensuring that your payment information remains current, and you agree to promptly update any changes to your billing information.