



## AtomicVest Inc.

### Terms of Use

11/24/21

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#### 1. **License and Site Access; Partner Registration.**

- A. License and Site Access. Subject to these Terms, Atomic grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site for your own personal and noncommercial use. You may not download (other than page caching), or modify any portion of it, except with the express written or e-mailed consent of Atomic. The limited license to use the Site does not include any resale or commercial use of the Site or its contents; or any derivative use of this Site or its contents; or any use of data mining, robots or similar data gathering and extraction tools or processes. You agree not to store in any form, distribute, transmit, display, reproduce, modify, create derivative works from, sell or otherwise exploit any of the content on this site for any commercial or personal purpose. By using the Site, you warrant to Atomic that you will not use the Site, or any of the content obtained from the Site, for any purpose that is unlawful or prohibited by these Terms. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in these Terms. If you violate any of these Terms, your permission to use the Site automatically terminates.

In consideration of your use of the Site, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form, if applicable, and (b) to maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, Atomic has the right to terminate your account and refuse any and all current or future use of the Site. You agree not to resell or transfer the Site or use of or access to the Site.



B. Partner Registration. We may grant you or your company (“Partner”) access to the Atomic API documentation, technical specifications, the Atomic dashboard, and certain other password-protected areas of the Site (the “Atomic Platform”) in our sole discretion to permit you to evaluate the Services. To request access to the Atomic Platform, you must register with Atomic by providing your name, company, email address, username and password, and all other required information (your “Access Credentials”). By registering, you represent and warrant that you are authorized to create an Atomic Platform account (“Account”) on behalf of Partner, and to bind Partner to these Terms. Partner’s access to the Atomic Platform is conditioned upon compliance with these Terms, and may be revoked by us at any time for any reason. Atomic is the exclusive owner of, and hereby retains all right, title, and interest in and to all materials, data, and all other information we provide to you through the Atomic Platform (the “Atomic Technology”). Except as specifically provided herein, Atomic does not grant to Partner any right or license, express or implied, in the Services, the Atomic Technology, or any other Atomic intellectual property rights. Your access to the Atomic Platform and the Atomic Technology is strictly confidential, and you agree to: (a) not disclose the Atomic Technology to any third parties without our express written consent, and (b) to protect your Account by keeping your Access Credentials secure. You agree to notify us immediately if you lose or unintentionally disclose your Access Credentials to a third party. We reserve the right to suspend access to your Account if we believe that your Account has been compromised. Implementation and use of the Services by Partner will be conditioned upon execution by Partner of a separate Platform Partner Master Services Agreement (“MSA”). In the event of any conflict between these Terms and the MSA, the MSA will govern and control.

## 2. Intellectual Property

The materials displayed or performed or available on or through Site, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, information, financial tools, investment write-ups, newsletters, blog posts, general text, research, analysis, summaries, reports, graphs, the selection or arrangement of any of the foregoing, and so forth (all of the foregoing, the “Content”) are protected by copyright and/or other intellectual property laws.

## 3. Conduct.

By using the Site, you agree that you will not do any of the following:

- Restrict or inhibit any other person from using the Site;
- Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations;
- Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication or engage in spamming or flooding;



- Post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;
- Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other Content obtained through the Site for commercial purposes;
- Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Site which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; or
- Contribute any content or otherwise use the Site or interact with the Site in a manner that:
  - infringes or violates the intellectual property rights or any other rights of anyone else (including Atomic);
  - is intended to manipulate any market or price or act as a fraud upon the market;
  - is in violation of your employer's policies; or
  - pertains or relates to any asset class for which you are a proprietary trader for your employer.

Atomic has no obligation to monitor the Site. However, you acknowledge and agree that Atomic has the right to monitor the Site electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Site properly, or to protect itself or its clients. Atomic reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms.

#### **4. Feedback.**

Atomic may provide you with a mechanism to provide feedback, suggestions and ideas, if you choose, about its software and services ("**Feedback**"). You agree that Atomic may, in its sole discretion, use the Feedback you provide to Atomic in any way, including in future modifications of the Site, multimedia works and/or advertising and promotional materials relating thereto. You hereby grant Atomic a perpetual, worldwide, fully transferable, irrevocable, royalty free license to use, reproduce, modify, create derivative works from, distribute and display the Feedback in any manner and for any purpose.

#### **5. Third-Party Services.**

In connection with your use of the Site, you may be made aware of services, products, offers and promotions provided by third parties, and not by Atomic. If you decide to use any third-party services ("**Third-Party Services**"), you are responsible for reviewing and understanding the terms and conditions governing any Third-Party Services. You agree that the third party, and not Atomic, is responsible for the performance of the Third-Party Services.

#### **6. Third-Party Websites.**

The Site may contain or reference links to websites operated by third parties ("**Third-Party Websites**"). These links are provided as a convenience only. Such Third-Party Websites are not under the control of Atomic. Atomic is not responsible for the content of any Third-Party Website or any link contained in a Third-Party Website. Atomic does not review, approve, monitor, endorse, warrant, or make any



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## 7. Cookie Policy.

We use cookies in accordance with our Privacy Notice to:

- ensure that our Services function properly,
- detect and prevent fraud,
- understand how visitors use and engage with our Site, and
- analyze and improve Services

Cookies play an important role in helping us provide an effective and safe Site. Below is a description of the commonly used cookie types and the purposes that apply to them.

### A. Necessary Cookies

Some cookies are essential to the operation of our Site and make it usable and secure by enabling basic functions like page navigation and access to secure areas of the Site. We use those cookies in a number of different ways, including:

- **Authentication.** To remember your login state so you do not have to log in as you navigate through our Site.
- **Fraud Prevention and Detection.** Cookies and similar technologies that we deploy through our Site help us learn things about computers and web browsers used to access the Site. This information helps us monitor for and detect potentially harmful or illegal use of our Site. We may collect additional information through the use of cookies and other technologies in helping to identify bad actors and prevent them from making fraudulent transactions.
- **Security.** To protect user data from unauthorized access.
- **Functionality.** To keep our Site working correctly, like showing you the right information for your selected location.

### B. Preference Cookies

Preference cookies are used by Atomic to remember your preferences and to recognize you when you return to our Site.

### C. Analytics Cookies

Analytics cookies help us understand how visitors interact with our Site. We use those cookies in a number of different ways, including:



- **Site Features.** To remember how you prefer to use our Site so that you do not have to reconfigure your settings each time you visit the Site
- **To Analyze and Improve Our Site.** To make our Site work better for you. Cookies help us understand how people reach our Site. They give us insights into improvements or enhancements we need to make to our Site.
- **Pixel tags (also known as web beacons and clear GIFs).** May be used in connection with some other Site to, among other things, track the actions of browsers of our Site (such as email recipients), measure the success of our marketing campaigns and compile statistics about usage of the Site and response rates.
- **Third-Party Analytics.** Through Google Analytics to collect and analyze information about the use of the Site and report on activities and trends. This service may also collect information regarding the use of other sites, apps and online resources. You can learn about Google's practices on the Google website. See further details below on how to manage these cookies.

#### **D. Advertising Cookies**

We and our service providers will use cookies and similar technologies on Atomic to direct Atomic ads to you through targeted advertisements for our Services on other sites you visit and to measure your engagement with those ads.

#### **Can I opt-out?**

You can opt out of cookies except for those necessary to operate our Site. Your web browser may allow you to manage your cookie preferences, including to delete and disable Atomic cookies. You can take a look at the help section of your web browser or follow the links below to understand your options. If you choose to disable cookies, some features of our Site or Services may not operate as intended.

- [Chrome](#)
- [Explorer](#)
- [Safari](#)
- [Firefox](#)
- [Opera](#)

#### **8. Not Financial Advice**

The materials and information accessible on or through the Site should be used solely for informational purposes. No Content published on the Site, outside of an Investment Advisory relationship, constitutes a recommendation that any particular investment, security, portfolio of securities, transaction or investment strategy is tailored to the investment needs of any specific person so it may not be suitable for you. You should not rely solely upon the research or opinions herein for purposes of transacting in securities or other investments. You should always conduct your own research and due diligence and obtain professional advice before making any investment decision with respect to materials on our Site, outside of recommendations we may make to you as an Investment Advisory client. You agree not to construe any Content or materials listed on the Site as tax, legal, insurance or investment advice or as an offer to sell, or as a solicitation of an offer to buy, any security or other financial instrument. Atomic will



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#### **9. Disclaimer of Warranties.**

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#### **10. Limitation of Liability.**

THE ENTIRE CUMULATIVE LIABILITY OF ATOMIC AND ITS THIRD-PARTY PARTNERS FOR ALL MATTERS ARISING FROM OR RELATING TO YOUR USE OF THE SITE AND THESE TERMS IS LIMITED TO THE AMOUNT PAID BY YOU (IF ANY) TO ATOMIC FOR USE OF THE SITE OR THE CONTENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES RELATING TO TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, OR THE LIKE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ATOMIC OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ATOMIC AND YOU.

#### **11. Termination and Amendment.**

We may terminate your use of or access to the Site immediately and without notice if you fail to comply with any term or condition of the Terms. Upon such termination, you must immediately cease accessing or using the Site and agree not to re-register or otherwise make use of the Site. Furthermore, you acknowledge that Atomic reserves the right to take action — technical, legal or otherwise — to block, nullify or deny your ability to access the Site. You understand that Atomic may exercise this right in its sole discretion.



Atomic reserves the right, in its sole discretion, at any time and from time to time to change, modify or discontinue, temporarily or permanently, the Site (or any part thereof). Atomic will not be liable to you or other third party for any such modification, suspension or discontinuance except as expressly provided herein. You agree to defend, indemnify and hold Atomic and its affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Site or the placement or transmission of any message, information, software or other materials through the Site by you or related to any violation of these Terms by you.

## **12. Miscellaneous.**

Except as expressly set forth in these Terms, these Terms are a complete statement of the agreement between you and Atomic, and set forth the entire liability of Atomic and your exclusive remedy with respect to your access and use of the Site. In the event of a conflict between these Terms, and any Investment Advisory Agreement or between these Terms and the Privacy Notice, the terms of the Investment Advisory Agreement and the Privacy Notice, respectively shall prevail. Any waiver of the terms herein by Atomic must be in a writing signed by an authorized officer of Atomic and expressly referencing the applicable provisions of the Terms. If any provision of the Terms is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. The Terms will be governed by California law as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the state courts in San Francisco, California or federal court for the Northern District of California. Headings are included for convenience only, and will not be considered in interpreting these Terms. The Terms do not limit any rights that Atomic may have under trade secret, copyright, patent or other laws. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.