



## **Tradesk Securities, Inc.**

### **Terms of Service**

#### **Introduction**

Thanks for choosing to open an account with Tradesk Securities, Inc. ("Tradesk", "we," "our," or "us"). These Terms of Service ("Terms") contain important information, some of which limit or exclude our liability to customers ("user," "users," "you," "your," or "investors"). Please read these Terms carefully and fully understand the contents of each agreement. These Terms are in addition to any other agreements between you and Tradesk and/or our clearing firm Velox. By using or accessing any of Tradesk's products or services, you acknowledge your agreement to these Terms.

TRADESK MOBILE APP (THE "APP") AS WELL AS RELATED SERVICES ("SERVICES") ARE PROVIDED SUBJECT TO THESE TERMS AND CONDITIONS. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY.

You acknowledge your intent to be bound by these terms and conditions by clicking the "I Agree" check box (on first use) and (on a continuing basis) each time you log into the App. By logging in to the App and upon first use of the App, either currently or in the past, you have selected "I agree" to acknowledge your consent to and intention to be bound by these Terms and Conditions. In addition, by clicking "I agree" you further acknowledge:

- (i) you represent and warrant that you have the authority to enter into these Terms and Conditions and create binding contractual obligations on behalf of yourself and your firm;
- (ii) (ii) you indicate that you understand and intend these Terms and Conditions to be the legal equivalent of a signed, written contract, and equally binding on you and your firm; and
- (iii) (iii) you represent and warrant that you will use the App in a manner consistent with applicable laws and regulations and in accordance with these Terms and Conditions, as the same may be amended by Tradesk, online or otherwise, from time to time.

If you do not agree with these Terms and Conditions, please exit the App, and promptly return to Tradesk all materials in your possession that are associated with the App.

#### **Self-Directed Accounts**

Tradesk provides self-directed investors with discount brokerage services and does not make any recommendations or offer investment advice of any kind. As a self-directed investor, you are solely responsible for evaluating the merits and risks associated with the use of any products and services before making any decisions based on such products and services. You agree not to



hold Tradesk or any third-party provider liable for any possible claim for damages arising from any self-directed decision you make based on the products and services made available through the App. Past performance data should not be construed as indicative of future results.

### **U.S. Residents Only**

The products and services available on the App are intended for United States residents only. Tradesk's offered products and services shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal.

If you have any questions or concerns about these Terms, you may contact us by email at [compliance@tradesk.co](mailto:compliance@tradesk.co).

1. **Use of App.** These Terms and Conditions govern your use of the App and Services and apply to all information, content, and Services available now or in the future through the App. The term "we," when used below, means Tradesk. The term "Services" include all of Tradesk's computer, app, telephonic, facsimile, email or wireless services or systems associated with the App now and in the future. The term "App" includes the Services. You understand that you are solely responsible for the hardware, Software (defined below), or other technology you use to access the App and Services. Tradesk will not be responsible for any service difficulties resulting from your failure to possess technology adequate to use the App or the Services to your satisfaction.
2. **Copies of These Terms and Conditions; Updates.** You may print a copy of these Terms and Conditions using the print button or feature in your browser. We suggest retaining a copy for your future reference. You should be aware, however, that we may revise these Terms and Conditions at any time, and by your continued use of the App, you agree to be bound by future revisions. It is your responsibility to periodically visit the "Terms and Conditions" link on the App to review the most current version of the Terms and Conditions governing your use of the App. You may use your browser to print copies of any updated Terms and Conditions.
3. **Grant of License.** These Terms and Conditions provide you with a personal, revocable, nonexclusive, nontransferable license to use the App, conditioned on your continued compliance with these Terms and Conditions.
4. **Term and Termination.** These Terms and Conditions will take effect the first time you click the "I Agree" box and/or commence use of the App and Services, and they apply to all use thereafter. Tradesk reserves the right at any time to deny your access to the App and to terminate these Terms and Conditions. If these Terms and Conditions are terminated, for any reason, you will cease using the App and all products, services, and Software obtained through the App, and will promptly (a) return to Tradesk all materials associated with the App and Tradesk-provided Software, including any copies thereof, and (b) delete or dispose of any Software obtained through the App as specified in the termination provisions of any applicable Software License Agreement.



5. **Compliance with Applicable Law.** You will be responsible for ensuring that your use of the App complies with all applicable federal and state securities and other laws, rules (including applicable self-regulatory organization rules), and regulations.

6. **User IDs and Sign-On Passwords.** You will be responsible for the confidentiality and use of your user IDs, sign-on passwords, and any other security codes assigned by Tradesk. You will also take appropriate steps to maintain and ensure the confidentiality of all user IDs and sign-on passwords, as well as any security codes assigned to you by Tradesk for purposes of allowing you to modify user IDs and sign-on passwords. As a condition of using the App, you agree to immediately notify Tradesk if you become aware of any loss, theft or unauthorized use of your user IDs, sign-on passwords or any other security codes of the App or any information available through the App.

7. **Limitations on Use.** Security and proper use of the App is important to Tradesk. Accordingly, you shall not:

- modify, disassemble, decompile or reverse engineer the App, other's data, or software, nor permit or assist any other person in doing so;
- make unauthorized copies of the App, nor permit any other person do so;
- attempt to gain access to any other user's confidential data through the App;
- breach or attempt to breach any security measure provided through or by the App;
- knowingly try to damage or misappropriate the App, or data of other users;
- knowingly damage, impede, or harm equipment or software associated with the App;
- spam or otherwise engage in like unproductive use of the App;
- actively seek to prevent or maliciously reduce the accessibility of the App;
- use any third party's proprietary materials in any manner that is unreasonably harmful to such third party;
- transmit through the App any unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, or otherwise objectionable material of any kind;
- transmit any material or use the App or app in any way that violates the rights (including intellectual property rights) of another;
- attempt to gain unauthorized access to other computer systems or networks connected to the App;



- transmit "junk mail", "spam", "chain letters", or unsolicited mass distribution of email or bulletin board postings;
- interfere with the use and enjoyment of the App by other users;
- interfere with or disrupt the App or servers or networks connected to the App; or
- transmit any material or use the App in any way that violates any applicable local, state, national, or international law or regulation including, without limitation, any U.S. export law or regulation.

8. **Security of Communications on the Internet & Events beyond Tradesk's Control.**

Use of the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. While Tradesk has endeavored to create a secure and reliable App, Tradesk is not responsible for the security of information transmitted via the Internet, the accuracy of the information contained on the App, or for the consequences of any reliance on such information. You must make your own determination as to these matters.

Tradesk will not be liable for any loss resulting from a cause over which Tradesk does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, interruption of communications or data processing services, unauthorized access, theft, operator errors, severe weather, pandemics, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions.

9. **Security and Confidentiality of App.** Use of the App is restricted to authorized users only. Actual or attempted unauthorized use of the App may result in criminal or civil prosecution, in addition to any other available remedies. For your protection, you grant Tradesk the right to view, monitor, and record activity on the App without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the App. Tradesk will also comply with all court orders involving requests for such information. You agree that you are granted limited access to the App based on your representations set forth in these Terms and Conditions, and on your agreement to use the App only for the purposes for which it was intended.

The information provided on or from the App shall be treated as confidential, nonpublic information and shall not be disclosed by you or any other party accessing the App without the prior consent of Tradesk.

10. **Disclaimer.** The App provides various information and services to our customers. Some of this information and services include, without limitation, (i) market data from various securities exchanges, (ii) account-related data, such as securities positions, balances, statements, and confirms, (iii) general news such as financial reports, analyst opinions, and corporate actions, (iv) third-party opinions from chat-rooms and other social media Apps, (v) tax preparation and related records, (vi) bill payment services, (vi) company names, logos, trade



names, trademarks owned by Tradesk, its affiliates, and other third parties, and (vii) other securities/trading-related data.

10.1 The market data, account-related data, news and information and other information and services are provided by third-party data and service providers ("Third-Parties"). Tradesk has not been involved in its preparation, verification, or editing and we do not explicitly or implicitly endorse or approve such content. The Third-Party data and service providers do not explicitly or implicitly endorse or approve the data and services they provide, nor do they give investment advice, or recommend the purchase or sale of any security. Neither Tradesk nor the Third-Party providers guarantee the accuracy or reliability of any information that we or they provide. Tradesk does not assume any legal liability to the customer for any loss or damage arising from the delay, error, or omission of such data and services.

10.2 Tradesk is in no way responsible for any malfunction of the network and devices used by the customer, or for any delay, suspension, or interruption of the market data and services transmitted by the securities exchanges or any third-party provider, even if resulting in information or record loss.

10.3 Tradesk is not responsible for service interruption or loss to the user resulting from a "force majeure" or other circumstances beyond its control.

10.4 Tradesk is not responsible for any loss arising from service interruption, suspension, or termination. For normal service interruptions caused by system maintenance and updates, Tradesk will make all reasonable efforts to notify users in advance. Tradesk retains the right to suspend or terminate parts of or the whole network services without prior notice to the user. Tradesk is not responsible for any loss arising from service interruption, suspension, or termination.

10.5 Users are advised to choose a safe network environment and to keep their login credentials secure to prevent identity theft. Any actions taken in a customer's account following a login with proper credentials will be considered by Tradesk as having been performed by the user, and the user will be fully responsible for all such actions and their resulting consequences.

10.6. THE APP, AND THE INFORMATION, SOFTWARE (DEFINED BELOW), AND OTHER CONTENT AVAILABLE THROUGH THE APP, ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (A) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF THE APP OR THE INFORMATION, SOFTWARE (DEFINED BELOW), AND OTHER CONTENT AVAILABLE THROUGH THE APP; AND (B) ANY WARRANTIES OF TITLE/NON-INFRINGEMENT, OR WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH WARRANTIES ARE



LEGALLY INCAPABLE OF EXCLUSION. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY TRADESK, ITS EMPLOYEES, OR AGENTS SHALL CREATE ANY WARRANTIES. THE ENTIRE RISK AS TO THE ACCURACY, TIMELINESS, COMPLETENESS AND CORRECT SEQUENCING OF ALL INFORMATION, SOFTWARE, OR CONTENT AVAILABLE ON OR THROUGH THE APP IS ASSUMED BY YOU, AND IN THE EVENT THAT ANY INFORMATION OR CONTENT ON OR THROUGH THE APP PROVES DEFECTIVE, YOU (AND NOT TRADESK, INDEPENDENT INFORMATION PROVIDERS ("IIPs"), THE INFORMATION TRANSMITTERS OR ANY OTHER THIRD PARTY) ASSUME THE ENTIRE RESPONSIBILITY FOR ITS USE.

10.7 IN NO EVENT WILL TRADESK, ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS, VENDORS, MEMBERS, IIPs, INFORMATION TRANSMITTERS OR PARTNERS, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE APP) ARISING OUT OF THESE TERMS AND CONDITIONS OR YOUR USE OF THE APP AND/OR ANY ASSOCIATED INFORMATION, SOFTWARE, OR CONTENT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU AGREE THAT YOU WILL HAVE SOLE AND COMPLETE RESPONSIBILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY YOU IN RELIANCE UPON THE APP. YOU AGREE THAT TRADESK'S AGGREGATE LIABILITY ARISING OUT OF ANY LEGAL CLAIM CONNECTED TO THESE TERMS AND CONDITIONS OR THE APP SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500). THIS LIMITATION OF LIABILITY SHALL EXTEND TO TRADESK AND ITS AFFILIATES AND ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, MEMBERS OR PARTNERS, ATTORNEYS, PREDECESSORS, SUCCESSORS, ASSIGNS, THIRD PARTY SUPPLIERS, IIPs, INFORMATION TRANSMITTERS, LICENSORS, AND VENDORS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES TRADESK'S AND SUCH THIRD PARTIES' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION WILL APPLY TO ALL CLAIMS ARISING OUT OF THESE TERMS AND CONDITIONS AND YOUR USE OF THE APP.





11. **Tradesk Accounts.** Users will become a registered user of Tradesk after successfully registering on the App. They will obtain a Tradesk securities account to be accessed by a unique set of sign-in and password credentials. Proprietary rights to the account will be owned by Tradesk, and Tradesk reserves the right to reclaim the account, and/or permanently suspend the account at any time and in its absolute discretion. The user must promptly notify Tradesk of any unauthorized or illegal use of the account, or if the user becomes aware of any security bug or incident, or if account security is in any way compromised. Tradesk will make all reasonable efforts to provide for the security of the user's information.
12. **Privacy.** It is Tradesk's policy to respect the privacy of its customers. Therefore, Tradesk will not edit or disclose the contents of your private communications unless required to do so by law, or as otherwise stated in Tradesk's Privacy Policy, or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process served on Tradesk; (2) protect and defend the rights or property of Tradesk; or (3) act under exigent circumstances to protect the personal safety of its customers or the public. Please see **Tradesk Privacy Policy** for more information.
13. **App Availability.** Your ability to access the App may be limited during periods of high volume, systems upgrades and/or daily maintenance, or for other unanticipated reasons. If the App is not available, you agree to use alternative means such as fax, email, or phone to communicate with Tradesk or deliver your instructions to Tradesk. Tradesk will not be liable if you are unable to access the App or are unable to communicate with Tradesk, deliver your instructions to Tradesk, or to complete transactions through the App.
14. **App Features and Functions.** From time to time, we may introduce new features to the App or modify or delete existing features. Additionally, not all features may be available to all users of the App. You will be granted access to features appropriate for your or your firm's relationship with Tradesk and for your functional role at your firm as determined by Tradesk or the parties Tradesk authorizes to make such determination.
15. **Electronic Trading.** Access to the services available on the App may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance, or for other reasons. If the App is unavailable or delayed at any time, you agree to use alternative means to place your orders as defined by Tradesk from time to time. Tradesk will not be liable to you if you are unable to access your account information or request a transaction through the App. (See Disclaimer, Section 10.) When you use the App to place a trade order, you acknowledge that your order may not be reviewed by a Tradesk representative before being routed to an exchange for execution and you also will not have the opportunity to ask questions or otherwise interact with a Tradesk representative. By placing a trade order through the App, you voluntarily agree to assume any added risk that may result from the lack of human review of your order in exchange for the potentially greater convenience of electronic trading. Tradesk posts notices on its App to alert you to various App and market conditions issues. You agree that you will read any notices before placing orders through the App and will be deemed to have knowledge of any such notice that is posted when you place an order.



## 16. **Intellectual Property Rights.**

16.1 All content, information, products, services, documentation, HTML code, Java applets, and software available on or through the App are protected by copyright pursuant to U.S. law, international conventions, and other copyright laws as a collective work and/or compilation, and Tradesk owns a copyright in the selection, coordination, arrangement, and enhancement of such content. Tradesk and its suppliers and licensors also own all copyrights in and to the contents of and all materials, information, products, services, HTML code, Java applets, and Software (defined below) available on or through the App, including documentation. All rights reserved. Except for the limited license granted in Section 3, Tradesk and its vendors and licensors, as applicable, reserve all right, title, and interest, including all intellectual property rights, in and to the App.

16.2 You agree not to copy, modify, adapt, reproduce, translate, distribute, transmit, reverse engineer, decompile, or disassemble any aspect of the App; provided, however, that you may display, print, and store one electronic copy of information provided by Tradesk for your own personal use.

16.3 Tradesk and all other names, logos, and icons identifying Tradesk are proprietary marks of Tradesk Securities, Inc. Tradesk retains all rights thereto.

## 17. **Access to Third Party and Other Information.**

17.1 **Independent Information Providers.** Certain information from Independent Information Providers ("IIPs"), including financial market data, third party research and analysts' reports, opinions, price charts, news reports, and other information relating to securities or the securities markets, or otherwise of possible interest to users may be made available as part of the App or through a link from the App. Such information is provided "as is" and on an "as available" basis. As a general matter, such information has been obtained through sources believed reliable. Tradesk makes no representation with respect to, nor does it guarantee or endorse, the accuracy, completeness, timeliness, reliability, availability, or correct sequencing of such IIP information. Likewise, Tradesk does not endorse, oppose, or edit any opinion or analysis expressed by an IIP. Tradesk is not responsible for, and you agree not to hold Tradesk liable for, any costs or losses (including lost profits, trading losses or other damages) relating to IIP information, including losses resulting from inaccurate, incomplete, late, defective, or unavailable IIP information. You agree that Tradesk may correct any execution reported to you or any of your firm's clients (if applicable) that was based on inaccurate market data provided to Tradesk by an IIP.

17.2 **Database Information.** The Software (defined below) may enable you to access database information ("Database Information") which is owned by IIPs or by Tradesk. The Database Information is protected by copyright and other intellectual property laws. The Database Information is provided solely for your use, and may not be copied (except in connection with your own use of the Software), retransmitted, sold or distributed in





any way by you. The Database Information is transmitted to you by certain entities referred to herein as the "Information Transmitters."

17.3 **Advice.** You agree and acknowledge that (i) while Tradesk makes available research or analysis via the App, this **does** not constitute an individualized recommendation that a security or transaction is appropriate for any particular account, (ii) while Tradesk makes available research, analysis, news and other information prepared by third parties through the App, none of such information prepared by third parties constitutes an individualized recommendation by Tradesk or a solicitation of any offer to buy or sell securities, (iii) because Tradesk does not prepare such third party information, it gives no assurances as to its accuracy, quality or timeliness and does not warrant any results from the use of any such information, (iv) Tradesk does not give legal or tax advice, and (v) Tradesk does not offer advice regarding the nature, potential value, or suitability of any particular security, transaction, or investment strategy through the App, and Tradesk is not obligated to do so. You agree that you or a third party not affiliated with Tradesk are/is solely responsible for determining the nature, potential value and suitability for you or your firm's clients of any particular security, transaction, or investment strategy. You acknowledge that you or a third party not affiliated with Tradesk have/has an affirmative duty to monitor your or your clients' accounts and to make trading decisions accordingly. Reliance on content or information obtained from or through the App is at your sole risk.

18. **Links to Other Apps.** Tradesk may provide links from the App to other Apps on the Internet for your convenience in locating investment-related and other information and services. These Apps are maintained by independent third parties over which Tradesk exercises no control, and Tradesk does not endorse or sponsor such third parties or their Apps, and is not affiliated with any such third party. Accordingly, Tradesk expressly disclaims any responsibility for the content, the accuracy of the information, and the availability of and/or quality of products or services provided by or advertised on these third-party Apps.

19. **Indemnification**

19.1 You will indemnify and hold harmless Tradesk and its officers, directors, agents, partners, owners, employees, licensors, distributors, and representatives from and against any and all claims, demands, actions, causes of actions, suits, proceedings, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or relating to your access and use of the App and/or any product or service provided through it by Tradesk, or any act or omissions of your use of your account or any user of your account, in connection therewith, including, but not limited to matters relating to incorrect, incomplete or misleading information; libel; invasion of privacy, infringement of copyright, trade name, service mark, or other intellectual property; any defective product or service or any injury or damage to person or property caused by the products or services provided by Tradesk or associated with using its App, or violation of any applicable law.



19.2 You agree to defend and indemnify Tradesk and its licensors, IIPs, Information Transmitters, and vendors and all of their respective affiliates and directors, officers, employees, representatives, agents, proprietors, shareholders, members and partners, attorneys, predecessors, successors, and assigns, and hold them harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of the App or any breach by you of these Terms and Conditions.

20. **Applicable Law and Venue; Severability**

20.1 You agree that these Terms shall be governed by and interpreted in accordance with the laws of the State of New Jersey, without giving effect to principles of conflicts of law. Any legal action or proceeding arising under these Terms will be brought exclusively in courts located in Newark, New Jersey, and you hereby irrevocably consent to the personal jurisdiction and venue therein. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms, and will not affect the validity and enforceability of the remaining provisions.

20.2 This App is controlled and operated by Tradesk from its offices within the State of New Jersey, United States of America. Tradesk makes no representation that materials in the App are appropriate or available for use in other locations. Those who choose to access this App from other locations do so on their own initiative and are responsible for compliance with local or national laws, if and to the extent local or national laws are applicable. Nothing on the App represents an offer or solicitation of securities, products, services, or Software in any jurisdiction where the offer or sale is not qualified or exempt from regulation.

21. **Modification and Improvement of these Terms.** Tradesk, in its sole discretion has the right to make modifications to these terms at any time and without advance notice, and we will publish the modified terms on the Tradesk App. Continued use of the products and services, including the Tradesk App, is evidence of the user's agreement to the modified terms. If you do not accept the amendment(s), please immediately cease all access and/or use of the products and services, including the Tradesk App. For any questions as to the rights and obligations between users and Tradesk, the modified Terms will prevail.

21.1 **Assignment.** Tradesk may assign its rights and obligations under these Terms and Conditions to any subsidiary, affiliate or successor by merger or consolidation without notice to you, or to any other entity. You may assign your rights and obligations under these Terms and Conditions to any subsidiary, affiliate or successor by merger or consolidation after 30 days' written notice to Tradesk, subject to the successor company agreeing in writing to be bound by these Terms and Conditions. These Terms and Conditions are binding on and will inure to the benefit of the parties' respective successors and permitted assigns.



**21.2 Authority; Reliance on Your Instructions.** You represent, and in transmitting any instruction to Tradesk will be deemed to **repeat** such representation, that (a) you, for entities, are duly organized and validly existing under the laws of the jurisdiction in which you were founded or incorporated; (b) you have full power and authority to enter into and perform your obligations under these Terms and Conditions; and (c) these Terms and Conditions have been duly authorized, executed, and delivered by you or on your behalf by persons empowered to do so. In transmitting each instruction to Tradesk, you represent that such instruction has been duly authorized by you. You agree that Tradesk may rely upon any such instruction as having been duly authorized by you, without any duty or obligation to investigate the accuracy or correctness of such instruction, or the authenticity or extent of the authority exercised, and that Tradesk will incur no liability in acting upon such instructions.

**21.3 Equipment and Internet Services.** You are responsible for obtaining, installing, and maintaining all equipment necessary for access to the App in accordance with such requirements provided by Tradesk. You also agree to utilize a reputable antivirus software program on your equipment and agree that you will update your antivirus software periodically in accordance with a commercially reasonable schedule. You are additionally responsible for obtaining access to the Internet through the Internet service provider of your choice, for any and all fees imposed by that Internet service provider and any associated telecommunications or other service provider charges.

**21.4 Online Access to Information and Tools.** Tradesk may provide you (or your firm) online access to information and tools that you may use to access your account or if applicable your clients' account information and to provide information to Tradesk. You MAY have access to news, information, profiles, and other materials. The App may make available for downloading certain software programs, applications, and applets (collectively, "Software") that are copyrighted works proprietary to Tradesk **and/or** its affiliated companies, suppliers, and licensors. Use of the Software is subject to these Terms and Conditions, including the license in Section 3 above, as well as any other end-user agreement that accompanies or is included with the Software ("Software License Agreement"). In the event of a conflict between these Terms and Conditions and the Software License Agreement, the Software License Agreement shall govern. The Software is made available for downloading solely for your use in accordance with these Terms and Conditions and the applicable Software License Agreement, if any. Any reproduction or redistribution of the Software in violation of these Terms and Conditions or any applicable Software License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Without limiting the foregoing, copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited.

**21.5 Online Access to Client Account Statements and Other Reports.** Unless these Terms and Conditions are earlier terminated as provided herein, Tradesk will use



commercially reasonable efforts to provide you (or **your** firm) online access to authorized client account statements and various other reports (together with the client account statements, the "Client Documents") for a period of 36 months after the Client Documents have been generated (beginning with client account statements that were generated with period end 12/31/\_\_\_). For a copy of any Client Documents older than the 36 months, you may contact Tradesk customer service. The Client Documents will be available in Portable Document Format (PDF). In order to view your Client Documents, your computer must have an application that will allow you to view such documents. If your computer does not already have this type of application loaded, the first time you access your Client Documents, you will be requested to download a viewing application to enable viewing, printing, and saving of PDF documents. If you are unable to or do not wish to download this application, you may choose to download the file to your computer and view it with a different application that is able to view PDF documents.

From time-to-time Tradesk may make available for purchase in alternative media, the electronic data accessible to you via this App. By making any such purchases, you represent that you are authorized to incur the cost on behalf of any other third party who will be charged.

**21.6 Electronic Delivery of Trade and E-Signature.** All communications, including Account statements, trade confirmations, margin calls, notices, disclosures, regulatory communications and other information, documents, data and records regarding your account, or an alert that such communication has been posted on the secure section of Tradesk App, and is available for viewing, may be sent to you at the mailing address for the account or email address that you have given us in your account application (to either email address in the case of joint accounts where each account holder has given an email address; notice to both email addresses is not required) or at such other address as you may hereafter give us in writing or by email at least ten (10) days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to you personally, whether actually received or not.

You understand that to receive electronic delivery of notifications, you must have Internet access, a valid email address, the ability to download such applications as Tradesk may specify and to which users must access and a printer or other device to download and print or save any information you may wish to retain. You are responsible for all the potential costs associated with electronic access to your account and with account communications.

Email messages may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted, or interfered with without the knowledge of the sender or the intended recipient. Tradesk makes no warranties in relation to these matters. Please note that Tradesk reserves the right to intercept, monitor, and retain email messages to and from its systems as permitted by applicable law. If you



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You also agree to transact business with Tradesk electronically. By electronically signing an application for an account you acknowledge and agree that such electronic signature is valid evidence of your consent to be legally bound by Tradesk's Terms and Conditions and such subsequent terms as may govern the use of our services. You accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations. You acknowledge and agree that Tradesk may modify the Terms and Conditions from time to time and you agree to consult Tradesk's App and affiliated products from time to time for the most up-to-date Terms and Conditions.

The electronically stored copy of Tradesk's Terms and Conditions is considered to be the true, complete, valid, authentic, and enforceable record of the Terms and Conditions, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of Tradesk's electronically stored copy of the Terms and Conditions.

**21.7 Computer, Data, and Third-Party Tools.** You agree that Tradesk is not responsible or liable for any harm resulting from corrupted, distorted, or erroneous data resulting from data transfer with third parties or third-party products or services, and that Tradesk will not be responsible or liable if you mishandle, alter, or improperly use or store the Software or any product or service associated with the App. Further, you agree that you are solely responsible for:

- The security and maintenance of your computer systems, software, and data, including but not limited to (i) creating fire walls and taking similar protective measures to prevent unauthorized access to your computer systems, software, and data or infiltration or corruption of your computer systems, software, and data, and (ii) creating, storing, and updating any necessary back-up or archival copies of data as needed in case of system failure.
- The functionality and appropriateness of any third-party software or other analytical or related tools that you may choose to use with the App.
- Ensuring that any programs, files, or data (that do not originate with or are not provided by Tradesk or its suppliers) that you transmit or upload to the App or to Tradesk contain no Malicious Code. For purposes of this paragraph, "Malicious Code" means any code, program, or subprogram whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program, or subprogram or to halt or interfere with the operation of the software, code, program, or subprogram itself, including any device, method, or token that



permits any user to circumvent the normal security of the software or the system containing the code.

**21.8 Export Restrictions.** You acknowledge that the Software, Documentation, and any other technical information provided to you or available through the App is subject to applicable export control laws and regulations of the U.S.A. You will not ship, transfer, transmit, export or re-export any Software, Documentation, and any other technical information available through the App or any component of the App in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations, or to any country, person, entity, or end user subject to U.S. export restrictions. You warrant and represent that neither the U.S. Bureau of Export Administration nor any other federal agency has suspended, revoked, or denied your access privileges.

**21.9 Miscellaneous.** These Terms and Conditions has been made in and will be construed and enforced in accordance with New Jersey law, as applied to agreements entered into and completely performed in New Jersey, without reference to choice of law rules. You agree that any and all disputes, claims or litigation arising from or related in any way to these Terms and Conditions shall be resolved exclusively by the courts in the State of New Jersey. You waive any objections against and agree to submit to the personal jurisdictions of the Municipal and/or Superior Courts of the State of New Jersey, County of Essex, and the U.S. District Court for the District of New Jersey. You waive any objections or defenses you may have based upon an inconvenient forum. The provisions of Sections 4, 7, 8, 9, 10, 16, 19, 20 and 21 shall survive any termination of these Terms and Conditions. Failure to insist on strict performance of any term of these Terms and Conditions will not operate as a waiver of any subsequent default or failure of performance, and any waiver of any term of these Terms and Conditions will not be taken or held to be a waiver of the term itself. No waiver of any term of these Terms and Conditions will be valid unless in writing and acknowledged in writing by the waiving party. If any portion of these Terms and Conditions is adjudged invalid or unenforceable by a court of competent jurisdiction, such provision will be enforced to the maximum permissible extent to effect the intent of the parties, and the remaining portions will remain in full force and effect. These Terms and Conditions may be modified by Tradesk at any time on prior written or electronic notice, either via U.S. mail or e-mail or by posting such changes at the App. Modifications required by law will become effective immediately. Your continued use of the App following notice of any modification will be conclusively deemed acceptance of the revised terms of the Terms and Conditions. If any such revision is unacceptable to you, you will terminate use of the App. No joint venture, partnership, franchise, employment, or agency relationship exists between you and Tradesk as a result of these Terms and Conditions or your use of the App.

These Terms and Conditions constitute the entire agreement between you and Tradesk with respect to the App; provided, however, that you will also be subject to any





additional terms and conditions of which you are notified and to which you manifest your consent by continued use of the App. You are also subject to additional terms and conditions contained in any other agreements between you and Tradesk, including without limitation an applicable Information Services Agreement, Account Application, Directed Employee Benefit Trust Agreement, Directed Employee Benefit Custody Agreement, and any other applicable Tradesk account agreements, and any other terms and conditions that may be provided on the App in connection with certain third-party content or information. In the event any provision of these Terms and Conditions conflicts or is inconsistent with any provision of any other agreements between you and Tradesk, the provisions of these Terms and Conditions shall control for matters related to the App. A printed version of these Terms and Conditions and of any notice given in electronic form will be admissible in judicial or administrative proceedings based on or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You represent that you have read these Terms and Conditions, understand its terms, and agree and intend to be legally bound by it. You acknowledge that, in providing you access to and use of the App, Tradesk has relied on your agreement to be bound by the terms of these Terms and Conditions.