

## **TERMS OF SERVICE**

The following terms of service (the “Agreement”) contains the rules that govern the financial planning services (the “Service”) provided by Fruitful, Inc. (“Fruitful”, “we” or “us”), a Delaware corporation. Fruitful is an investment adviser registered with the U.S. Securities and Exchange Commission. By using the Service, you (the “Member”) acknowledge that you have read, understood, and accepted the terms of service of this Agreement.

### **1. THE SERVICE**

Fruitful hereby grants to the Member a limited, nonexclusive, nontransferable, revocable right to use the Service. The Service includes software and services that we own and operate directly or indirectly. As part of the Service, you may interact with third parties that provide services to us. Your interaction with those third parties is governed by their individual terms of service and privacy policies, which we suggest you review.

This Agreement may be updated periodically to reflect any changes to the Service. This may include the introduction of additional services or the improvement of existing services. If there is a material change to this Agreement, Fruitful will notify you in advance of the changes.

### **2. MEMBER RESPONSIBILITIES**

The Member understands and accepts all responsibility for the use of the Service in its environment. You agree not to misuse the Service in any manner, or assist anyone else in misusing the Service. You will use the Service only for a valid legal purpose and only as permitted by applicable law, including federal and state data privacy regulations and export control laws. You will not try to undermine our security safeguards, and you will not upload, download, display, perform, transmit, or otherwise distribute any information received from Fruitful without our prior written consent.

In order to use the Service, you must be age 18 or over and a US resident, which includes a US resident alien.

You agree to pay any applicable fees and charges associated with the Service. All fees are nonrefundable.

### **3. WAIVER AND RELEASE**

The Member voluntarily assumes any and all risks, known or unknown, associated with their use of the Service and actions and undertakings in connection with their use of the Service (collectively “Participation”). The Member acknowledges that their Participation may present certain risks to them, and hereby assume any and all risks associated

therewith. These risks may include adverse outcomes to the Member's financial condition.

The Member hereby voluntarily and knowingly, releases, discharges and relinquishes any and all claims, actions and lawsuits of any kind against Fruitful related to or arising from their Participation, including, without limitation, any claims, actions or lawsuits for wrongful death, negligence and/or other fault, either active or passive, personal injury, wrongful death, invasion of privacy, fraud, breach of contract, infringement of copyright, and negligent or intentional infliction of emotional distress.

#### **4. PRIVACY AND SECURITY**

Authorized Fruitful employees may monitor and record all or portions of any virtual interactions between Fruitful and the Member for training, customer support, compliance, financial planning service, and other lawful purposes. The Member's consent will be ongoing, except to the extent applicable law expressly requires otherwise.

As an SEC registered investment adviser, Fruitful is required to record and archive all communications between Fruitful and the Member. All e-mail sent to and from Fruitful will be received or otherwise recorded by the Fruitful e-mail system and is subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient.

During the course of providing the Service and from visiting the Fruitful website, Fruitful will obtain data inclusive of personal information, financial information, device-related information and behavioral information. Fruitful uses this data for internal purposes only, specifically product development and improving the Fruitful Member experience.

#### **5. TERMINATION**

Either party may terminate this Agreement upon written email notice to the other party at any time. The Member should email [hello@fruitful.com](mailto:hello@fruitful.com) to terminate the Agreement. Fruitful reserves the right to terminate the Member's access to the Service without written notice if the Member is in violation of this Agreement. Sections 1-8 and all obligations thereunder, shall survive any termination of this Agreement.

#### **6. LIMITATION OF WARRANTIES**

THE SERVICE AND ANY ACCOMPANYING WRITTEN MATERIALS OR SOFTWARE ARE PROVIDED "AS-IS", WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MEMBER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

#### **7. EXCLUSION OF CERTAIN DAMAGES**

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY PERSONAL DAMAGES, OR ANY FORM OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF FRUITFUL KNEW OR HAD REASON TO KNOW IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

## **8. GOVERNING LAW**

This Agreement is made under, shall be governed by and construed in accordance with the laws of the State of New York, excluding its choice of law provisions. To the extent permitted by law, any controversy, dispute or claim arising out of or relating to this Agreement will be submitted to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party will be entitled to reasonable attorneys' fees, costs and expenses. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement shall be brought and determined in the appropriate federal or state court in the State of New York and in no other forum.