

iQuantifi, Inc.

Terms of Service Agreement

Effective Date: January 1, 2021

1. Introduction

Welcome to RoboPlanner®, a product of iQuantifi, Inc. ("iQuantifi"). These Terms of Service (the "Terms of Service" or "Agreement") for the RoboPlanner app ("RoboPlanner") constitutes a legal contract between you, an individual user ("you"), and iQuantifi regarding your use of RoboPlanner, and if you choose to register to receive our services, the provision and receipt of our services. The RoboPlanner Privacy Policy is hereby incorporated by reference into these Terms of Service.

Before using RoboPlanner, please read carefully the following Terms of Service and the Privacy Policy. BY CLICKING ["ACCEPT"], REGISTERING FOR AND/OR ACCESSING, BROWSING, OR USING ROBOPLANNER, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, INCLUDING THE PRIVACY POLICY. YOU HEREBY ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THESE TERMS OF SERVICE, AND A COPY OF ROBOPLANNER'S PRIVACY POLICY, ALL AVAILABLE THROUGH THE ROBOPLANNER APP. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE ROBOPLANNER APP.

2. Information Only Site

THE APP IS INTENDED ONLY FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED TO PROVIDE LEGAL, OR TAX ADVICE. PLEASE CONSULT A LEGAL, OR TAX PROFESSIONAL IF YOU NEED INDIVIDUALIZED ASSISTANCE.

NO COMMUNICATIONS WITH IQUANTIFI, ITS EMPLOYEES OR DIRECTORS VIA CUSTOMER SUPPORT, E-MAIL, TELEPHONE OR ANY OTHER MODE OF COMMUNICATION SHALL BE CONSTRUED AS INVESTMENT ADVICE OF ANY NATURE AND CANNOT BE RELIED UPON BY THE USER AS INVESTMENT ADVICE.

IQUANTIFI IS NOT A TAX ADVISOR. INVESTORS SHOULD OBTAIN INDEPENDENT ADVICE ON THE TAX CONSEQUENCES OF THEIR INVESTMENTS.

3. Registration

In order to access the services and features of the RoboPlanner app, you will have to create an account. You represent and warrant that the information you provide to iQuantifi upon registration and, at all other times, will be true, accurate, current, and complete. You also represent and warrant that you will ensure that this information is kept accurate and up-to-date at all times. You agree that iQuantifi may use and disclose your account information and other information you provide hereunder as permitted pursuant to the Privacy Policy.

No information furnished through the RoboPlanner app to users may be construed as investment advice of any nature.

4. Password

If you register you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, phone, tablet or any other device. You are responsible for all activities that occur under your account. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your account ID or password), you shall immediately notify iQuantifi at: support@myroboplanner.com.

YOU MAY BE LIABLE FOR THE LOSSES INCURRED BY IQANTIFI OR OTHERS DUE TO ANY UNAUTHORIZED USE OF YOUR ACCOUNT.

5. Services

iQuantifi (via the RoboPlanner app) provides an Internet-based service that generates personalized goal-based recommendations, including products that may be appropriate for the achievement of user goals and objectives, (the "Service"), all based on your Profile. Your "Profile" means the information you provide to iQuantifi through the RoboPlanner app regarding your investment goals, preferences, financial situation and other information required by the RoboPlanner app to provide its recommendations. Your Profile information is subject to our Privacy Policy.

Our services and recommendations rely upon the accuracy of your Profile information as you provide it to iQuantifi (via the RoboPlanner app). You are solely responsible for any errors, omissions or inaccuracies in your Profile data. You agree that we shall have no liability for your failure to promptly inform us of material changes in your financial circumstances which may affect the recommendations provided. iQuantifi shall have no obligation to verify any information provided by you.

iQuantifi's provision of the Service is non-discretionary. You are free either to follow or disregard any recommendations provided by the RoboPlanner app, this includes selection of service providers. It is in your sole and absolute discretion whether to act on recommendations from us and who to process the transaction through.

THE SERVICE IS INTENDED TO ASSIST YOU WITH MAKING FINANCIAL DECISIONS AND TO ASSIST YOU IN YOUR GOAL PLANNING, BUT IS NOT A SUBSTITUTE FOR YOUR OWN INFORMED JUDGMENT. YOU ARE RESPONSIBLE FOR YOUR OWN DECISIONS AND YOU MAY ACCEPT, REJECT OR MODIFY THE RECOMMENDATIONS SUGGESTED BY THE ROBOPLANNER.

6. Acknowledgement of Risks

iQuantifi does not and cannot guarantee the future result of any recommendation made by the RoboPlanner app. This includes, but is not limited to recommendations in connection with purchase and sale recommendations, specific product recommendations and generally any other recommendations, rankings or guidance offered by iQuantifi, its employees, directors and/or any of its customer support personnel by e-mail, telephone or any other mode of communication, whether electronic or otherwise. Notwithstanding the foregoing, recommendations provided by iQuantifi is strictly limited to the recommendations generated online through the RoboPlanner app.

We do not guarantee that any recommendations will be profitable or beneficial to you.

Recommendations are based on a multitude of factors and information. We cannot and do not guarantee the completeness or accuracy of the financial information that we obtain from others. We use reasonable care, consistent with industry standards in providing the Service. However, we do not guarantee that the Service or any content will be delivered to you uninterrupted, timely, securely, or error-free.

PROJECTIONS OR OTHER INFORMATION GENERATED BY THE ROBOPLANNER APP REGARDING THE LIKELIHOOD OF VARIOUS INVESTMENT OUTCOMES ARE THEREFORE HYPOTHETICAL IN NATURE, DO NOT REFLECT ACTUAL RESULTS AND ARE NOT GUARANTEES OF FUTURE RESULTS. RESULTS MAY VARY WITH EACH USE AND OVER TIME.

7. Eligibility

You must be at least eighteen (18) years of age to register or otherwise use the RoboPlanner app. By using the RoboPlanner app, you represent and warrant that you have the right, authority and capacity to enter into these Terms of Services and to abide by all of the terms and conditions of the Terms of Services.

8. Modification of the Terms

iQuantifi reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms of Services at any time, provided that if such modifications materially limit your rights and/or expand your obligations hereunder, iQuantifi will notify you electronically, such as by e-mail or through the RoboPlanner app. Such material modifications will take effect on the earlier of the date you indicate your assent (by clicking "Accept" or otherwise) or 30 days after iQuantifi's notice of the changes. If at any time you disagree with the Terms of Service or any modifications thereof, you may terminate these Terms of Service and shall cease using the RoboPlanner app. Your continued use of the RoboPlanner app after the revised Terms of Service become effective (such as following notice as set forth above) indicates that you have read, understood, and agreed to the revised Terms of Service.

9. RoboPlanner App Access

The RoboPlanner app is controlled and offered by iQuantifi from its facilities in the United States of America and is intended for use only by users within the United States. iQuantifi makes no representations that the RoboPlanner app is appropriate or available for use in other locations. If you are accessing or using the RoboPlanner app, you do so at your own risk and you are responsible for compliance with applicable law.

10. Fees

The fee for services through the RoboPlanner app are a monthly subscription fee of \$10 per month or \$99 per year payable in advance at the start of a 30 day billing cycle. The initial 30 day billing cycle starts on the day this Agreement is submitted and accepted through the RoboPlanner app. At the time of subscription you will be asked to provide your credit card information on the RoboPlanner app and will be billed by iQuantifi for services rendered.

All credit card payments will be processed by our third party payment processor, Stripe. Payments for each subsequent month are charged to your credit card on the first day of the 30 day billing cycle established on the day this Agreement is accepted. Your credit card information will be retained on file to the fullest extent permitted by Payment Card Industry Data Security Standards to facilitate the monthly charges for the services. Changes in the fee may take place from time to time upon advance written notice to you 30 days prior to the adjustment. iQuantifi may run promotions, surveys, contest or introduce discounts and special offers from time to time, which offers may be subject to additional terms and/or rules.

11. Rights Granted to Us

Names, data, and financial information entered by the user are licensed to iQuantifi for the purpose of providing the service. By submitting information you are representing that you are entitled to grant rights for this purpose without fees, obligations, or limitations.

iQuantifi is active on social media, including Facebook, Instagram, Twitter and LinkedIn. You have the opportunity to comment on these social media sites regarding iQuantifi and the products and services we offer, which opportunity and process is governed by those parties' terms. You hereby grant a license to any comments made by you on these social media sites regarding iQuantifi and the RoboPlanner app. iQuantifi reserves the right to post on its website any comments or content you post on our social media pages.

12. Ownership

The RoboPlanner app including the content, visual interfaces, interactive features, information, graphics, design, compilation, products, software, services, iQuantifi and RoboPlanner trademarks and logos, and all other elements of the RoboPlanner app ("RoboPlanner Materials") are owned and/or licensed by iQuantifi.

iQuantifi reserves all rights not expressly granted in these Terms of Services. You shall not acquire any right, title, or interest to the RoboPlanner Materials, except for the limited rights set forth in these Terms of Services.

13. Prohibited Uses

iQuantifi reserves the right to investigate and suspend or terminate (in iQuantifi's sole discretion) your use of the RoboPlanner app if you have misused the services or the RoboPlanner app, or behaved in a way that could be regarded as inappropriate or whose conduct is unlawful or illegal. The following is a partial list of the type of actions that you may not engage in with respect to the RoboPlanner app.

- (a) Any use by you of any of the RoboPlanner app or RoboPlanner materials other than for your personal use is strictly prohibited. Save with prior written consent of iQuantifi, you agree not to reproduce, duplicate, copy, sell, trade, resell, distribute, or exploit any portion of the RoboPlanner app, use of the RoboPlanner app, access to the RoboPlanner app, or non-iQuantifi content obtained through the RoboPlanner app, for any purpose other than for your personal use.
- (b) You agree not to use the RoboPlanner app if you do not meet the eligibility requirements described in Section 7 above.
- (c) You agree not to defame, harass, abuse, threaten, stalk or defraud users of the RoboPlanner app, or collect, or attempt to collect, personal information about users or third parties without their consent.
- (d) You agree not to interfere with or damage, impair or disable the operation of the RoboPlanner app or any user's enjoyment of it, by any means, including, uploading or otherwise disseminating viruses, worms, spyware, adware, or other malicious code.
- (e) You agree not to remove, circumvent, disable, damage or otherwise interfere with any security-related features of the RoboPlanner app, or features that enforce limitations on the use of the RoboPlanner app.
- (f) You agree not to attempt to gain unauthorized access to the RoboPlanner app, or any part of it, other accounts, computer systems or networks connected to the RoboPlanner app, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the RoboPlanner app or any activities conducted through the RoboPlanner app.
- (g) You agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available through the RoboPlanner app.
- (h) You agree neither to modify the RoboPlanner app in any manner or form, nor to use modified versions of the RoboPlanner app, including for the purpose of obtaining unauthorized access to the RoboPlanner app.
- (i) You agree that you will not use any robot, spider, scraper, or other automated means to access the RoboPlanner app for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the RoboPlanner app.
- (j) You agree not to utilize framing techniques to enclose any trademark, logo, or other RoboPlanner materials without our express written consent. You agree not to use any meta tags or any other "hidden text" utilizing iQuantifi and RoboPlanner's name or trademarks without our express written consent.
- (k) You agree not to deep-link to the RoboPlanner app and will promptly remove any links that iQuantifi finds objectionable in its sole discretion.
- (l) You agree not to use any iQuantifi or RoboPlanner logos, graphics, or trademarks as part of the link without our express written consent.
- (m) You agree not to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the RoboPlanner app, which includes unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.

- (n) You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the RoboPlanner app or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- (o) You agree not to adapt, translate, or otherwise create derivative works based upon the RoboPlanner app or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- (p) You agree not to impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

14. Online Community

iQuantifi may provide bulletin boards, chat rooms and other interactive areas for its visitors to participate in, which we collectively refer to in this Agreement as the "Online Community". Anything submitted in posts by you may be read, collected, and used by others. For example, search engines may index your questions, answers, and other posts to allow them to appear in search engine results. Protect your anonymity by not including your real name or any personally identifying information in your questions, answers, and other posts in the Online Community.

You agree to abide by the following guidelines for use of the Online Community:

1. You must maintain a polite, pleasant environment. Comments that harass, abuse or threaten others are prohibited. You may not criticize other individual users or iQuantifi.
2. You must ensure that all comments are appropriate to all people. Any content that is defamatory, pornographic, obscene, or otherwise objectionable is prohibited.
3. You must keep your comments relevant to the stated topic.
4. Any conduct that in iQuantifi's sole discretion restricts others from using or enjoying the RoboPlanner app is prohibited.
5. You may not advertise a business or service.
6. Copyrighted material may only be posted with permission of the author.
7. Harvesting or collecting information about others, including e-mail addresses, is prohibited.
8. You may not send any chain letters, junk mail, unauthorized e-mail, or commercial solicitations, or to engage in, facilitate or encourage any illegal activities.

All users of the RoboPlanner app must also follow any other guidelines or rules provided by iQuantifi or posted on the RoboPlanner app. A failure to comply with any of these guidelines or rules, or any of the other provisions of these Terms of Service, will result in, among other possible action, the immediate termination of all membership and privileges to post content to the Online Community. Please report any violations of these guidelines to iQuantifi, as provided for in the "Contacting Us" paragraph of this Agreement.

15. Third-Party Intellectual Property Rights

If you believe that your intellectual property rights have been infringed or otherwise violated by another RoboPlanner app user, you must provide us the following information, pursuant to Section 512 of Title 17 of the United States Code:

- (a) an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) a description of the copyrighted work or works that you claim have been infringed;
- (c) a description of the allegedly infringing material, including its location on the Website;
- (d) your address, telephone number, and e-mail address;

- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

iQuantifi's Copyright Agent for notice of claims of infringement is: legal@iquantifi.com.

iQuantifi assumes no liability or responsibility for any third party content or material of any kind that is submitted for or posted on any area of the RoboPlanner app. iQuantifi is merely a publisher of any such content and is acting solely as an Internet Service Provider as such term is defined in the Digital Millennium Copyright Act.

16. Your Responsibilities

You and other users of the Online Community are solely responsible for the contents and consequences of the messages you communicate or post on the RoboPlanner app. You should exercise the utmost discretion before providing any personal information in the Online Community. Although iQuantifi is not obligated to monitor content or the accuracy of information, you acknowledge and agree that iQuantifi, in its sole discretion, has the right to monitor, without notice, any of your content or information posted in the Online Community. iQuantifi also reserves the right, in its sole and absolute discretion, to prohibit or remove any conduct or content, without notice, for any reason, and to revoke any user's membership, for any reason.

17. Service Availability

iQuantifi may make changes to or discontinue any of the media, web communities, products, or services available within the RoboPlanner app at any time, and without notice. The media, products, or services on the RoboPlanner app may be out of date, and iQuantifi makes no commitment to update materials on the RoboPlanner app.

18. User Disagreements

You are solely responsible for your involvement with other users of the RoboPlanner app. iQuantifi reserves the right, but has no obligation, to monitor disagreements between you and other users. iQuantifi disclaims all liability related to any user disagreement.

19. Terms of Services Violations

You agree that iQuantifi, in its sole discretion and for any or no reason may terminate any account (or any part thereof) you may have through the RoboPlanner app or your use of the RoboPlanner app, and remove and discard all or any part of your account, at any time. You agree that your access to the RoboPlanner app or any account you may have or portion thereof may be terminated without prior notice, and you agree that iQuantifi shall not be liable to you or any third-party for any such termination. These remedies are in addition to any other remedies iQuantifi may have at law or in equity.

If you are dissatisfied with the RoboPlanner app, please let us know at: support@myroboplanner.com. Your input is valuable to us. Your only remedy with respect to any dissatisfaction with (i) the RoboPlanner app, (ii) any term of these Terms of Services, (iii) any policy or practice of iQuantifi in operating the RoboPlanner app, or (iv) any content or information transmitted through the RoboPlanner app, is to terminate these Terms of Service and your account. You may terminate these Terms of Service at any time by closing your account and discontinuing your use of any and all parts of the RoboPlanner app and providing notice of termination.

20. Indemnification

You agree to indemnify and hold harmless iQuantifi, and its parent, subsidiaries, affiliates or any related companies (including those which share substantially common ownership), and the officers, directors, and employees of any of them from any and all claims, losses, obligations, damages, liabilities, costs, debt, and expenses (including attorney's fees) arising out of (i) your use or misuse of the RoboPlanner app and/or iQuantifi and RoboPlanner Materials, (ii) your violation of these terms, (iii) your violation of the rights of any other person or entity, (iv) your breach of the foregoing representations, warranties, and covenants; and (v) any unauthorized use of your account not caused by a breach of iQuantifi security. iQuantifi reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of iQuantifi. iQuantifi will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

21. Third-Party Websites

The RoboPlanner app may link to, or be linked to, other websites not maintained by or related to iQuantifi. Such links are provided only as a service to our visitors. iQuantifi is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked or linking website, unless specifically stated on this website. iQuantifi has not reviewed all such websites and is not responsible for the content, accuracy, or policies of any such websites. You link to any other pages or websites at your own risk, and your use of such websites will be controlled by the terms of use posted on that site. You should review the terms of use of any website to which you navigate.

22. No Warranty

Acknowledgement

You expressly acknowledge that as used in this Section, the term iQuantifi includes iQuantifi's officers, directors, employees, shareholders, affiliates and subcontractors.

No Warranties

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, IQUANTIFI DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. NO RECOMMENDATION OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IQUANTIFI, THE IQUANTIFI MATERIALS OR THROUGH THE ROBOPANNER APP, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

"As is" and "As available" and "With all faults"

You expressly agree that the use of the RoboPlanner app and the RoboPlanner Materials is at your sole risk. The RoboPlanner app, RoboPlanner Materials, non-iQuantifi content and any third-party media, content, software, services, reference sites, or applications made available in conjunction with or through the RoboPlanner app are provided on an "as is" and "as available", "with all faults" basis and without warranties or representations of any kind, either express or implied.

Website operation and non-iQuantifi content

iQuantifi does not warrant that the RoboPlanner Materials, non-iQuantifi content, RoboPlanner app, reference sites, or any other information offered on or through the RoboPlanner app or any reference sites will be uninterrupted, or free of errors, viruses, or other harmful components and does not warrant that any of the foregoing will be corrected or correctable.

Accuracy

iQuantifi does not warrant or make any representations regarding the use or the results of the use of the RoboPlanner app or any reference sites in terms of correctness, accuracy, reliability or otherwise.

Harm to your computer

You understand and agree that you use, access, download, or otherwise obtain information, materials, or data through the RoboPlanner app or any reference sites at your own discretion and risk and that you will be solely responsible for any damages to your property (including your computer system) or loss of data that results from the download or use of such material or data.

23. Limitation of Liability and Damages

(a) Under no circumstances, and under no legal theory, including negligence, shall iQuantifi or its officers, directors, employees, shareholders, affiliates and subcontractors be liable for loss of profit, loss of data, cost of replacement goods or services or any special, indirect, incidental, consequential, or exemplary damages arising out of or relating to these terms or that result from your use or the inability to use the iQuantifi or RoboPlanner Materials or any reference sites, the RoboPlanner app itself, or any other interactions with iQuantifi, even if iQuantifi has been advised of the possibility of such damages. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy. You agree that any cause of action brought by you arising out of or related to the RoboPlanner app must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

(b) In no event shall iQuantifi or its affiliates, contractors, employees, agents, or third-party partners, licensors or suppliers' total liability to you for all damages, losses, and causes of action arising out of or relating to these terms or your use of the RoboPlanner app (whether in contract, tort (including negligence), warranty, or otherwise) exceed the greater of \$1,000 USD or the total amounts you paid to iQuantifi hereunder, if any.

(c) These limitations shall also apply with respect to damages incurred by reason of any products or services sold or provided on any reference sites or otherwise by third parties other than iQuantifi and received by you through or advertised on the RoboPlanner app or received by you through any reference sites.

24. Limitations by Applicable Law

(a) Certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If you reside in such a jurisdiction, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights. The limitations or exclusions of warranties, remedies, or liability contained in these terms apply to you to the fullest extent such limitations or exclusions are permitted under the laws of the jurisdiction in which you are located.

(b) You acknowledge and agree that iQuantifi has offered its products and services and entered into these terms in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and iQuantifi, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and iQuantifi. You acknowledge and agree that iQuantifi would not be able to provide the RoboPlanner app to you on an economically reasonable basis without these limitations.

25. Arbitration

In the interest of resolving disputes between you and iQuantifi in the most expedient and cost effective manner, you and iQuantifi agree that any and all disputes arising in connection with these Terms of Service shall be resolved by binding arbitration. This clause does not waive your rights as provided under state or federal securities laws to pursue a remedy by other means: (i) arbitration is final and binding on the parties; (ii) the parties are waiving their right to seek remedies in court, including the right to jury trial; (iii) pre-arbitration discovery is generally more limited than and different from court proceedings; (iv) the arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited; and (v) the panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities or insurance industry.

Any controversy or claim arising out of or relating to any order or transaction or the continuation, performance or breach of this or any other agreement between us, shall be determined by arbitration. A judgment upon any arbitration award may be entered in any court of competent jurisdiction. 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 who has not opted out of the class with respect to any claims encompassed by the putative class action until (i) the class certification is denied; or (ii) the class is decertified; or (iii) the person 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 these Terms except to the extent stated herein.

26. Miscellaneous

(a) Notice - When you visit the RoboPlanner app you are communicating with iQuantifi electronically. You consent to receive communications from iQuantifi electronically. Although iQuantifi may choose to communicate with you by regular mail, iQuantifi may also choose to communicate with you by e-mail or by posting notices on the RoboPlanner app. You agree that all agreements, notices, disclosures and other communications that iQuantifi provides to you electronically satisfy any legal requirement that such communications be in writing. iQuantifi may provide you with notices, including those regarding changes to these Terms of Service, by e-mail, regular mail, or postings on the RoboPlanner app. If Notice is by e-mail or mail, it will be provided to the e-mail or regular mailing address provided by you with your account information and it is your responsibility to update such account information for any changes. Notice to you will be deemed given twenty-four hours after e-mail is sent, unless iQuantifi is notified that e-mail address is invalid, and if through postal mail, three days after the date of mailing. You may provide iQuantifi with notices to the address indicated below.

(b) Governing Law - These Terms of Service shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any principles of conflicts of law.

(c) Waiver - A provision of these Terms of Service may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of iQuantifi to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision.

(d) Severability - If any provision of these Terms of Service shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

(e) Assignment - The Terms of Service and any rights and licenses granted hereunder, may not be transferred or assigned by you or iQuantifi without written authorization. Any assignment attempted to be made in violation of these Terms of Service shall be void.

(f) Interpretation - You acknowledge that, as a sophisticated user of financial services, you had the opportunity to discuss these Terms of Service with and obtain advice from legal counsel, have had sufficient time to, and have carefully read and fully understand all the provisions of these Terms of Service, and are knowingly and voluntarily agreeing to these Terms of Service. Therefore, the parties waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement will be construed against the party drafting such agreement. The heading referenced herein are for convenience purposes only, do not constitute a part of these Terms of Service, and shall not be deemed to limit or affect any of the provisions hereof. The words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation."

(g) Entire Agreement - These Terms of Service (including the Privacy Policy) are the entire agreement between you and iQuantifi relating to the subject matter herein and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. For clarity, iQuantifi's services to you are governed by these Terms of Service.

(i) Disclosures - The RoboPlanner app is offered by iQuantifi, Inc.

27. Contacting Us

If you have any other questions or concerns regarding these Terms of Service, please contact us at support@myroboplanner.com (e-mail address)

28. Receipt of Agreement, Disclosure Brochure and Privacy Policy

You hereby acknowledge that you have received a copy of this Agreement, and a copy of iQuantifi's Privacy Policy, all available through the RoboPlanner app.

29. Electronic Signature

I understand that I am signing and receiving this Agreement electronically and I acknowledge and agree to all of the above. I understand that my copy of this Agreement and all communications related to this Agreement will be sent and received electronically via email. I can update my email address by contacting iQuantifi or by going to my RoboPlanner account. I have access to the Internet and a printer so I can access this Agreement and print a copy at any time by going to the RoboPlanner app.