

Marstone Terms of Use
Updated: December 31, 2023

Terms of Use

1) Agreement and Acceptance of Terms

Welcome to Marstone, LLC! Marstone, LLC (“Marstone”) is an investment adviser and digital advisory service. By accessing or using the Marstone website, www.wealth.marstone.com and/or our mobile applications, (“Marstone Website”) you agree to be bound by the terms and conditions (“Terms of Use” or “Agreement”) set forth below and Marstone’s Privacy Policy, now existing, or as may be amended from time to time. If at any time you disagree with this Terms of Use, you should not access or use the Marstone information, content, tools, software, features and functionality located on www.wealth.marstone.com (the “Service”).

BY ACCESSING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THIS AGREEMENT. MOREOVER, YOUR CONTINUED USE OF THE SERVICE FOLLOWING ANY AMENDMENT SHALL, LIKEWISE, BE DEEMED AN ACKNOWLEDGEMENT OF THE AMENDED TERMS. IF, AT ANY TIME, YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF WWW.WEALTH.MARSTONE.COM.

You understand and agree that by providing any information to Marstone via www.wealth.marstone.com you are granting Marstone all necessary rights to use that information, as described herein or in Marstone’s Privacy Policy.

For the purpose of this Agreement, a “User” is an individual who uses the Marstone website to evaluate our service, or for educational purposes. A “Client” is an individual who signs Marstone’s Investment Advisory Agreement that entitles the Client to have their investment portfolio managed by Marstone. This Agreement, as well as the Privacy Policy, applies to both Users and Clients.

By becoming a Client, you will be subject to these Terms of Use, our Investment Advisory Agreement, our Privacy Policy and any additional terms and conditions to which you agree when you create and fund an Investment Account.

2) Modification Rights

Marstone reserves the right, in its sole discretion, to change, modify, add, or remove portions of this Agreement at any time, provided that if such modifications materially limit your rights and/or expand your obligations hereunder, Marstone will post such changes to this Agreement its Website.

3) Eligibility

You may not use the Service nor accept this Agreement if you are under the age of 18 or lack authority to form a binding contract. By accessing or using the Marstone Website you represent that you are of legal age, and have the authority, power, and legal capacity to execute, deliver and perform your obligations under this Agreement. If you are acting on behalf of a company, entity, or another person, you represent that you have the authority to bind such entity or person. You must also be a legal resident or citizen of the United States.

YOUR ACCESS

In order to access certain features of Marstone, you must register to create an account (“User Account”). When you register, you will be asked for certain information, which will be required to access your User Account. Marstone has safeguards in place that comply with federal standards to guard Users’ and Clients’ non-public personal information (see Privacy Policy).

You are responsible for safeguarding your password and other User Account information. You agree not to disclose your password to any third party, and you will notify Marstone immediately if you believe that your password has been lost or stolen or if you suspect any unauthorized use of your User Account. As a User, you agree that you shall be solely responsible for any activities or actions through your User Account, whether or not you have authorized such activities or actions.

A Client of Marstone is an individual that has done more than just registering at Marstone, including but not limited to opening an account, depositing money, and creating a portfolio. A Client has all the same responsibilities as a User and is bound by our Investment Advisory Agreement, Terms of Use, Privacy Policy and any other terms and conditions to which you agree when you create and fund an Investment Account.

ALERTS, NOTIFICATIONS, AND SERVICE COMMUNICATIONS

By creating a User Account, you automatically consent to receiving various types of alerts via email and mobile notification. When logged in, you may customize, modify and in some cases deactivate alerts by adjusting your settings accordingly. By entering this Agreement, you agree and understand that including settings for mobile notification may cause you to incur fees from your mobile carrier.

We never include your password in these communications, but we may include your name, or email address and information about your portfolio(s) if you are a Client. Anyone with access to your email or mobile device will be able to view these alerts.

In order to use the services and features of the Marstone Website, you will have to create an account. You will be asked to use an email address and create a password (login details) in order to access your account. You agree that you are solely responsible for safeguarding your login details. You also agree that you are solely responsible for all activities that occur under your account or password and will immediately notify Marstone of any unauthorized use of your account at the email address wealth@marstone.com.

By providing us with your email address, you agree to receive all required notices electronically to that email address, or in the event of a joint account, to the primary account holder’s email address. It is your responsibility to update or change that address, as appropriate. You agree that the information you provide to us upon registration and at all other times will be true, accurate, current, and complete. You agree not to engage in behavior that will put personal information at unnecessary risk such as transmitting or publishing your login details and password. You are also encouraged to periodically change your www.wealth.marstone.com password, and not use easily guessed passwords.

You may unsubscribe from marketing-oriented emails at any time.

FOR A USER WHO IS NOT A CLIENT

You agree and understand that your use of www.wealth.marstone.com is for educational purposes only and is not intended to provide legal, tax or financial planning advice. You agree as a User that you are responsible for your own investment research and investment decisions and that Marstone is only one of the many tools you may use as part of a comprehensive investment education process. You further agree that you should not and will not rely on Marstone tools as the primary basis of your investment decisions and, except as otherwise provided for herein, Marstone will not be liable for decisions/actions you take or authorize third parties to take on your behalf based on information you receive as a User of Marstone, or information you otherwise see on our website.

4) Acknowledgement of Risks; Disclaimers

You understand and acknowledge that the investment results you could obtain from investment information and financial insights provided by Marstone cannot be guaranteed. All investments entail a risk of loss, and you may lose money. Investment management services may be offered to individuals who become Clients, at the sole discretion of Marstone. Your election to engage our investment management services is subject to explicit enrollment and acceptance of the separate Investment Advisory Agreement and fee schedule.

Marstone does not guarantee the future performance of any portfolio generated by Marstone. We do not promise that any portfolio we recommend will be profitable: it may be volatile, and any investment made in reliance on a portfolio we provide may lose value. You understand that investment recommendations and/or decisions for the Service are subject to various markets, currency, regulatory, liquidity, pricing, economic, interest rate, credit, inflation, political and business risks, and that those investment recommendations and/or decisions will not always be profitable.

Portfolios and investment recommendations are based on a multitude of factors and information. Though based primarily upon information you provide about your investment preferences, these factors include forecast information and certain forward-looking statements; others include historical and current information and market prices. A forecast is not a guarantee of the future performance of any particular investment. Past performance is not always an accurate predictor of the future, and reliance on historical and current data necessarily involves certain inherent limitations.

All content on www.wealth.marstone.com is presented only as of the date published or indicated and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

Some of the funds, bonds and services described on the Marstone Website may not be appropriate in a workplace savings plan. Check with your employer for information on any investment restrictions associated with your ERISA investments, or nonqualified deferred compensation plan at work.

Marstone will use its best efforts in rendering Services to you. You shall indemnify Marstone and its principals, partners, officers, directors, agents and employees against any losses, claims, or damages, including legal fees, which may be incurred by you as a result of Marstone's reliance upon inaccurate or untimely update of information provided by you. Except as may otherwise be provided by law, Marstone will not be liable to you for any loss that you may suffer by reason of any recommendation made or other action taken or omitted in good faith by Marstone, or any loss arising from Marstone's adherence to your instructions. Marstone shall not be responsible for any loss incurred by reason of any act or omission of you or any custodian, broker-dealer or other third party.

5) Confidentiality

Any personal information that you submit in connection with use of the Marstone Website or the Service will be subject to and governed by Marstone's Privacy Policy, which is available on the Marstone Website. This policy explains how we protect and utilize your personal information to deliver the Service. You will be provided with notice of any material changes to our Privacy and Security Policy that we may make from time to time.

6) Service Providers, Links and Third-Party Websites

Marstone utilizes certain technology partners and service providers through which it delivers services to you. It also provides links to and licenses services and tools from third-party providers. You acknowledge and agree that Marstone has no control over and is not responsible or liable for the accuracy, quality, legality, nature, availability, or reliability of such third-party websites or resources. Though Marstone undertakes considerable due diligence in the selection of its third-party resources, it provides these links and tools only as a convenience, and the inclusion of any link on the Marstone Website does not imply our affiliation, endorsement, or adoption of the linked site or any information therein. You acknowledge sole responsibility for and assume all risk arising from your use of any such third-party website, information, material, products, and services.

7) Copyright and Ownership

Except where specifically indicated or licensed by Marstone, Marstone is the owner of or authorized licensee of all text, images, graphics, design, products, software, services, trademarks, logos, and other content on the Marstone Website. These materials are protected by U.S. and international copyright, trademark, and other laws. You may not remove, copy, reproduce, perform, create derivative works from, transmit, distribute, upload, or exploit in any way these materials without the express written consent of Marstone.

8) User Generated Information and Content

Please see Marstone's Privacy Policy to read more about User Generated Information and Content.

Prohibited Uses: You agree that you will not publish, post, submit, transmit through or otherwise make available to www.wealth.marstone.com (i) any falsehoods or misrepresentations that could damage Marstone or any third party; (ii) any material which is unlawful, defamatory, libelous, slanderous, pornographic, obscene, abusive, profane, vulgar, sexually explicit, threatening, harassing, harmful, hateful, racially or ethnically offensive or otherwise objectionable, or which encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or any right of privacy or publicity, or is otherwise inappropriate; (iii) advertisements or solicitations of business, products, or services; or (iv) any material that would be harmful to minors in any manner.

Disclaimer: User Information and Content are not controlled, endorsed, or guaranteed by Marstone. Marstone does not have any obligation to monitor such User Information and Content for any purpose and may publish or use such User Information and Content at its sole discretion.

9) Prohibited Uses of the Service

You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor www.wealth.marstone.com or any portion of www.wealth.marstone.com, without Marstone's express written consent, which may be withheld in Marstone's sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search www.wealth.marstone.com, other than the search engines and search agents available through www.wealth.marstone.com and other than generally available third-party web browsers;
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interferes with the proper working of www.wealth.marstone.com;
- Attempt to modify, adapt, sell, sublicense, decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of www.wealth.marstone.com;
- Express or imply that Marstone endorses any statements you make without our specific prior written consent;
- Use meta tags, hidden text or code or other devices containing any reference to www.wealth.marstone.com in order to direct any person to any other web site for any purpose;
- Upload, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- Utilize framing techniques to enclose any part of www.wealth.marstone.com without prior express written permission;
- Harass, defame, abuse, threaten or violate the rights of other Users or collect or store personal data about other Users;
- Violate any applicable law, regulation, or ordinance; or
- Use www.wealth.marstone.com or content thereon in any manner not permitted by this Agreement.

10) Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WITH RESPECT TO ALL SERVICES AND PRODUCTS ASSOCIATED WITH WWW.WEALTH.MARSTONE.COM:

YOUR USE OF THE SERVICE AND ALL INFORMATION, DATA, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MARSTONE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF ITS THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

MARSTONE MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET ALL OF YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, OR SECURE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU, THROUGH THE SERVICE, WILL MEET YOUR EXPECTATIONS, OR (v) WILL BE ERROR-FREE, OR THAT ALL ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MARSTONE THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

11) Limitation of Liability and Damages

IN NO EVENT SHALL MARSTONE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS OR AGENTS' CUMULATIVE LIABILITY TO YOU EXCEED \$100 USD.

IN NO EVENT SHALL MARSTONE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR THE INABILITY TO USE THE MARSTONE WEBSITE, OR ANY OTHER INTERACTIONS WITH MARSTONE AND WHETHER OR NOT MARSTONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER THE DAMAGES ARE FORESEEABLE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12) Termination; Cancellation

This Agreement shall be valid until terminated by either you or Marstone. Either party may terminate this Agreement at any time upon written notice and termination will become effective upon receipt of such notice.

Marstone may at any time in our sole and absolute discretion, terminate its legal agreement with you:

- If you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement);
- If Marstone in its sole discretion believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); or
- If you no longer agree to the terms of this Agreement.

You may cancel your Investment Account at any time and for any reason. Please follow the directions below to cancel your Investment Account:

Login to your Marstone account, Go to "Your Profile," and Locate the "Delete Account" option [or describe other deletion procedure applicable to Marstone].

OR

Send an email to wealth@marstone.com.

Upon termination, all prepaid, but unearned management fees will be refunded to you. Such termination will not affect the liabilities or obligations of the parties under the Agreement arising from transactions initiated prior to such termination, including the provisions regarding arbitration, which shall survive any termination. Upon termination of this Agreement, Marstone shall be under no obligation to recommend any action with regard to, or to liquidate, the securities or other investments in your Investment Account. Upon termination, it shall be your exclusive responsibility to issue appropriate disposition instructions in writing regarding any assets in your Investment Account.

13) Governing Law; Jurisdiction and Venue

This Agreement, and your relationship with Marstone under this Agreement, shall be governed in all respects by the laws of the State of Delaware as such laws are applied to agreements between parties in Delaware. Each of the parties hereto irrevocably submits to the personal jurisdiction of the courts of the State of Delaware and the United States District Court for the District of Delaware for the purpose of any suit, action, proceeding, or judgment relating to or arising out of this Agreement. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

14) Arbitration

BY BECOMING A PARTY TO THIS AGREEMENT, EACH PARTY IS AGREEING TO HAVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT FULLY AND FINALLY DECIDED BY NEUTRAL BINDING ARBITRATION AND IS GIVING UP ANY RIGHTS HE OR SHE OR IT MIGHT POSSESS TO HAVE THOSE MATTERS LITIGATED IN A COURT OR JURY TRIAL. BY BECOMING A PARTY TO THIS AGREEMENT, EACH PARTY IS GIVING UP HIS OR HER OR ITS JUDICIAL RIGHTS TO DISCOVERY AND APPEAL EXCEPT TO THE EXTENT, IF ANY, THAT THEY ARE SPECIFICALLY PROVIDED FOR UNDER THIS AGREEMENT. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THAT PARTY MAY BE COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW. BY BECOMING A PARTY TO THIS AGREEMENT, EACH PARTY CONFIRMS THAT HIS OR HER OR ITS AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

15) Indemnification; Hold Harmless

You agree to Indemnify, defend and hold harmless Marstone, and all of our subsidiaries, affiliates or any related companies, and the officers, directors, employees, agents, information providers, licensors and agents of any of them from and against any and all claims, liabilities, damages, losses and expenses (including attorney's fees and costs) that arise out of or are in any way connected with your access to or use of the Marstone Website, your violation of these Terms of Use, your infringement of any third-party intellectual property rights, or violation by any user of your Investment or User Account.

16) Tax Advisor

Marstone does not advise on any personal income tax requirements or issues. Use of any information from www.wealth.marstone.com and other websites referred to is for general information only and does not represent personal tax advice either express or implied. You are encouraged to seek professional tax advice for personal income tax questions and assistance.

17) Miscellaneous

Severability: The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any and all other provisions hereof to the extent permitted by applicable law.

Waiver: The failure of a party to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.

Entire Agreement: This Agreement, including the Privacy and Security Policy and any other documents referred to herein, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and thereof, and any and all other written or oral agreements relating to the subject matter hereof and thereof existing between the parties hereto are expressly canceled.

Survivability: All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement.

Assignment: We reserve the right to assign this Agreement or any rights hereunder without your consent. You will be notified of any such assignment. You have no right to assign the Agreement or your rights or obligations hereunder without the prior written consent of Marstone.