

## **Overview**

Legion Invest Co., a Delaware corporation and its wholly owned subsidiary Legion Global Capital Management LLC, d/b/a Legion Invest, a Delaware corporation and Limited Liability Company (together, “Legion”, “we”, “our” or “us”) with their principal office located in New Jersey, and registered with the Securities and Exchange Commission (the “SEC”) as an investment adviser, provide discretionary financial management services to qualifying U.S. based retail investors (the “Service”).

Each time you access our website at LegionInvest.com, our mobile applications (including your Legion trading account “Account”), and our other online services, websites, and microsites (collectively, the “Platform”) you (“you” or “your”) are agreeing to be bound by the following Terms and Conditions (“Terms”), as well as the Legion [privacy policy](#) (“Privacy Policy”), each which may be updated by Legion from time to time without notice to you. You agree to check the Platform for any such updates. Please review them carefully. If you do not agree to these Terms (or any updates to or modified versions thereof), you should discontinue all access and use of the Platform immediately.

Legion offers its Service exclusively through the Platform. You agree to check the Platform (both our mobile application and websites) regularly for general communications from Legion, and agree to provide and update your information electronically exclusively through the Platform. We reserve the right to modify or discontinue the provision of Service and/or access to our Platform, in whole or in part, at any time. Each time you access the Legion Platform, you are agreeing to and entering into these Terms with Legion.

You agree to read carefully the Legion Wrap Program Fee Disclosure involving fees, disclosures and other pertinent information for the discretionary investment advisory Service provided by Legion ([link](#)). You also agree to read the Legion Client Account Agreement (“Agreement”) carefully before you agree to it, as it has the same legal effect as signing a paper version of the Agreement. You understand that the Legion Wrap Program Fee disclosure and the Agreement may be modified from time to time, and agree to check the Platform for any such updates. Entering into the Agreement and creating and funding an active Legion Account makes you a client (“Client”) of Legion. Legion provides its Service to its Clients subject to the Agreement, and charges fees disclosed in the Legion Legion Wrap Program Fee Disclosure. By creating,

accessing, and maintaining your Client Account, you agree to all of these Terms on a continual basis, as modified from time to time.

Your use of the Platform is governed by the version of the Terms in effect on the date each time the Platform is accessed by you. Legion may modify these Terms at any time and without prior notice. It is your responsibility to periodically review these Terms in case of any such updates or amendments. You should review the most current version of these Terms by visiting the Platform and clicking on the Terms hyperlink. These Terms are in addition to any other agreements between you and Legion, including any agreement that governs your use of information, content, tools, products and services available on and through the Platform. You should read any applicable agreements carefully before determining whether to engage Legion to provide you with our investment advisory Service. Any changes will be effective prospectively as of the date noted when the updated Terms are posted. If you do not agree to any updates or amendments, you must cease using the Service and our Platforms.

NOTICE OF BINDING ARBITRATION AND CLASS ACTION WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE OR CLAIM RELATED TO THESE TERMS, OR ARISING OUT OF YOUR ACCESS TO OR USE OF THE SERVICE OR OUR PLATFORM, MUST BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS AND MAY NOT BE ARBITRATED OR OTHERWISE PURSUED AS A CLASS ACTION. These Terms require all claims to be resolved by way of binding arbitration and contain a binding class action waiver. Please read both sections below carefully, as they affect your legal rights.

### **Content and Licenses**

All information, data, materials, text, graphics, images, and other content available through the Service and/or of our Platform (collectively, the “Content”) are the property of Legion or that of our suppliers or licensors. Except as otherwise provided herein, you may not use, download, upload, copy, print, display, perform, reproduce, publish, modify, transmit, or distribute any of the Content for any public or commercial purpose without our express written consent. The Content may contain typographical errors or other errors, inaccuracies or deficiencies, and may not be complete, accurate or up to date. We reserve the right to correct any error, deficiency, omission or inaccuracy in any Content or otherwise on our Platform at any time, but we do not

guarantee that any such errors, deficiencies, omissions or inaccuracies will be corrected timely or at all.

### **Conditional Licenses**

We hereby grant you a personal, non-exclusive, non-transferable, non-sublicensable license to access and use any publicly available portions of our Platform, and the Content available therein, solely for lawful purposes and subject to your compliance with these Terms. If you set up an Account by completing the registration process we also hereby grant you a personal, non-exclusive, non-transferable, non-sublicensable license to access and use the Service and our Platform, as well as all Content, solely for lawful purposes and subject to your compliance with these Terms. By accessing or using the Service or accessing our Platform in any way, you acknowledge and agree to these Terms. If you do not agree with these Terms at any time, you may not continue to use the Service, our Platform or our Content.

### **Use of Platform**

The Platform is intended only for your personal, non-commercial use, unless you and Legion have agreed otherwise in writing. The Platform is intended solely for individuals who are age 18 or older. Any access to or use of the Platform by anyone under 18 is unauthorized, unlicensed, and in violation of these Terms. By accessing the Platform, you represent and warrant that you are 18 or older. The Platform is only intended for use by persons located in the United States. Legion makes no representation that the Platform is appropriate or available for use outside the United States. Similarly, Legion makes no representations that accessing the Platform from locations outside the United States is legal or permissible under local law.

### **Access to the Platform**

The Legion website is generally intended to be viewed by a conventional web browser with a screen resolution of 800 by 600 pixels or greater. The Legion App is intended to be viewed on a mobile device or tablet. Although you may use other means to access different aspects of the Platform, be aware that it may not appear accurately through all accessed methods, and you use them only at your own risk.

While Legion has put resources into building and testing its computer systems, computer glitches, slowdowns, and crashes will occur. Legion will also need to restrict access to some parts, or the entirety of our Platform to perform routine maintenance. While it is Legion's intention that our Platform will be available seven days a week except when maintenance is scheduled, you understand that we do not guarantee that you will always be able to access the Platform. Computer problems can arise on your end, our end, or anywhere in between: your computer may break down; the connection between your computer and your Internet service provider may not work properly; your internet service provider may go down; or our computers and the computers we link to may be unavailable due to unforeseen system outages, etc.

Legion reserves the right, in its sole discretion, to deny you access to the Platform, or any portion of the Platform, without notice and without reason. For avoidance of doubt, your access to and use of the publicly available portions of the Platform, as well as the private portions of the Platform, shall be governed by these Terms, and the provision of any investment advisory Service shall be governed by the Legion Client Account Agreement with respect to such Service. Notwithstanding the foregoing or anything else in these Terms to the contrary, in the event of any conflict between the Terms and the Legion Client Account Agreement, the Client Agreement shall control.

### **Third-Party Sites**

The Legion Platform may contain links to other websites or applications maintained by third parties (each a "Third-Party Site"). If you visit any Third-Party Site, you may be subject to that Third-Party Site's terms and conditions, privacy policy or other policies, and any applicable local law, including any obligations relating to security, copyright, defamation, decency, secrecy, privacy, or export laws related to access to or use of such Third-Party Site and any content therein.

Legion is not responsible for the Content appearing on the Platform hyperlinked to a Third-Party Site and all hyperlinks provided on our Platform to Third-Party Sites are provided "AS IS". Legion does not make any endorsements or warranties, express or implied, with respect to the content of Third-Party Sites, including the information, advertising, products or services offered, including but not limited to accuracy, completeness, reliability, suitability, non-infringement,

merchantability, fitness for a particular purpose, availability or use of any information or other content offered. All hyperlinks provided on our Platform to Third-Party Sites are provided “AS IS”, and Legion does not necessarily agree with, edit, or sponsor the content on such websites. Legion does not guarantee the authenticity of information or documents available on the internet and reserves the right to terminate any hyperlink from the website at any time. In no event shall Legion be directly or indirectly liable to anyone for any losses or damages in connection with the creation or use of any Third-Party Site or any information or content accessed through any Third-Party Site.

### **Secured Areas**

Certain parts of the Platform are protected by passwords or require a login. You may not obtain or attempt to obtain unauthorized access to such parts of the Platform, or to any other protected materials or information, through any means not intentionally made available by Legion for your specific use. Access to and use of password protected and/or secure areas of the Platform is restricted to authorized users only. Unauthorized persons attempting to access these areas of the website may be subject to legal action.

If you have a password for access to non-public areas of the Platform, you are solely responsible for maintaining the confidentiality and use of the password and other security data, methods and devices. Further, you are responsible for all activities that occur in connection with your password including all instructions electronically transmitted or use of any data, information or services obtained using your password and other security data. Legion shall not be under any duty to inquire as to the authority or propriety of any instructions given to Legion by you or via your password and shall be entitled to act upon any such instructions and Legion will not be liable for any loss, cost, expense or other liability arising out of any such instructions. Accordingly, you should take steps to protect the confidentiality of your password. As an authorized user you accept full responsibility for the monitoring of your account including frequently checking your account information, reviewing your history online and promptly reviewing any correspondence received from Legion. Notify Legion immediately if you become aware of any unauthorized activity, disclosure, loss, theft or unauthorized use of your password.

You agree to cooperate with Legion in any investigation and agree to take corrective measures to protect your account from further fraudulent activity.

### **No investment Advice**

You understand that Legion, through the Platform, or by any other means of interaction you have with Legion, provides no tax, legal, estate planning, or investment advice of any kind, nor does Legion give advice or offer any opinion with respect to the nature, potential value or suitability of any particular securities transaction, investment strategy, including hedging strategies. Only individuals that have signed the Legion Client Account Agreement and have opened and funded an approved legion account, have entered into an advisor relationship with Legion as a Client, pursuant to the Investment Advisers Act of 1940, as amended, and as further limited by the internet advisor exemption under SEC Rule 203A-2(e).

### **Client access**

You understand that you are solely responsible for all investment decisions you make regarding the transactions made in your Account, or elsewhere. You further understand that while you may be able to access market data, overview of strategies, and other financial information Content in the Platform, the availability of such information does not constitute a recommendation to buy or sell any such securities (including securities appearing in any sample Strategy portfolios published by Legion) or to engage in any particular investment hedging strategy. Legion currently offers investment recommendations and advisory services only via the Platform and has no discretion over a Client's decision to invest in securities. Clients maintain sole discretion over their investment accounts.

### **General public access**

In using the publicly available portions of the Platform, you agree that you are responsible for your own investment research and decisions, that you will not rely on the Platform as the basis for your investment decisions, and, except as otherwise provided herein, Legion will not be liable for any actions you take based on information you receive via the publicly available portions of the Platform.

## **Investment Tools and Model Predictions**

Although Legion may provide tools and Content through the Platform that enables you to assess your tolerance for risk, or otherwise assist to educate you in various ways, Legion does not determine if the tools and resources made available on the Platform will result in suitable investments designed to meet your particular investment needs. The return, composite, and performance Content shown on the Legion Platform, as well as Legion's proprietary hedging strategies available to qualifying Clients who fully set up an account with Legion, uses or includes information compiled from third-party sources. Legion believes the third-party information comes from reliable sources, but does not guarantee its accuracy. The Content available on or posted to the Platform (including the publicly facing website) may not be timely or complete and should not be relied upon for making any investment or other decisions. Information such as stock prices, if provided, is not real-time. All investments have risks, and you are responsible for determining whether you can afford the risks of making any investment. All Content on the Legion Platform 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.

Legion makes no representation regarding the likelihood or probability that any actual or hypothetical investment will in fact achieve a particular outcome or perform in any predictable manner. Any historical return information on the Platform does not represent the actual performance of any specific Client or investor's account and may not reflect all factors that could impact such performance for an individual investor. The figures stated in the Content and on the website may be as a result of backtesting ex-post, and not actual performance in the market at the time. Past performance is not a guarantee of future success and returns in any period may be far above or below those of a previous period. No representation is being made that any investment will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided.

Any investment decisions you make will be based solely on your own evaluation of your financial circumstances and investment objectives and the suitability for you of any security or

any investment strategy. You are responsible for any outcome as a result of transactions that you initiate derived from Legion Content, including the possible loss of principal invested based on an investment decision you made. You understand the risks involved with transacting in the securities you maintain outside of the Legion Platform and that investments will fluctuate in value, and you agree that Legion is not responsible for any losses you may incur as a result of your investment decisions and any trades made for your account.

### **Privacy**

We collect information about you through our Platform. By using the Service or accessing any part of our Platform, you consent to the collection, processing and storage of your personal information as described in our [Privacy Policy](#). Our Privacy Policy is incorporated into and made a part of these Terms by this reference.

### **Consent to electronic delivery**

By providing Legion with your email address, you agree to receive notices and marketing electronically to that email address, in accordance with the Legion Privacy Policy. It is your responsibility to update or change the email address registered with Legion, as appropriate. If you become aware of any unauthorized use of your information, please contact Legion. Further, by registering with Legion you are aware and consent that electronic signatures and electronic documents will be used instead of paper documents. You agree and are giving consent to electronic delivery of all communications which includes, but is not limited to, notices, disclosures, regulatory communications (including prospectuses, proxy solicitations and privacy notices) and other information, documents, data and records regarding your account and all Services provided by Legion delivered or provided to you by Legion.

Your consent will be effective immediately and will remain in effect until either Legion or you revoke it. You understand that it may take up to three days to process a revocation of consent to electronic communications and you may receive electronic notifications in the interim. If you revoke or restrict consent to electronic delivery of notice emails, Legion may restrict your account, or close your account and terminate access to the Platform.

### **Limitations on Use**

As a condition of accessing or using the Service or our Platform, you agree to follow all these Terms and all applicable laws, rules and regulations, and to provide us with only truthful, complete and accurate information.

### **Prohibited Activities**

As a condition of your access to or use of the Service or our Platform, you further agree not to do, or attempt to do, any of the following:

impersonate another person;

publish, distribute, modify, transmit, display or create derivative works from or otherwise exploit in any manner any of the Content;

send, email, transmit, or otherwise transfer to or through the Service or our Platform any material or information that may violate any rights of any third party, including any copyright, trademark, privacy, or other personal or proprietary right;

send, email, transmit, or otherwise transfer to or through the Service or our Platform any material or information that is potentially or actually unlawful, violent, graphic, obscene, deceptive, offensive, abusive, sexually explicit, harmful, dangerous or self-injurious, endangering to minors, threatening, or otherwise objectionable;

send, email, transmit, or otherwise transfer to or through the Service or our Platform any material containing viruses or any other destructive materials or data or code which may corrupt, interfere with, jeopardize, disrupt, disable, harm or otherwise impede in any manner the operation of any computer system, hardware or software;

decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software associated with the Service or our Platform;

probe, scan or otherwise test the vulnerability of the Service or our Platform, or our underlying systems or network, or breach any security or authentication measures or policies without proper authorization;

access the Service or our Platform with any data extraction, mining, scraping or other data gathering tools, or otherwise collect or scrape any Content from the Service or our Platform without our written consent;

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 the Platform or any portion of the Platform, other than via software that sends queries to the Platform to index or rank a website for search and location purposes, without Legion's express written consent, which may be withheld in Legion's sole discretion;

access the Platform through devices or services that are designed to provide high-speed, automated, repeated access, unless such devices are approved or made available by Legion;

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 the Platform, other than the search engines and search agents available through the Platform and other than generally available third-party web browsers (such as Google Chrome);

Post or transmit any file which contains viruses, worms, trojan horses, or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Platform;

intercept or access any information transmitted to or from Legion that is not intended to be received by you;

violate any applicable law, rule, or regulation;

violate any policies, procedures, requirements associated with the Service or our Platform that we disclose to you; or

rent, lease, loan, sell, distribute or create derivative works of any of the Service, our Platform, or Content. Any commercial use of the Service, our Platform, and/or the Content is strictly

prohibited, except as allowed under these Terms or your Client Agreement or otherwise approved in writing by Legion.

### **No License to Source Code**

You acknowledge that your license to use of our Service and access to our Platform does not extend to any source code or intellectual property of any kind;

### **Copyright**

The Services, our Platform, and all Content are protected by copyright owned by Legion or licensed from applicable copyright owners. You agree to not engage in the use, copying, or distribution of any of the Service, Platforms, or Content, other than as expressly permitted by these Terms, or the Legion Client Account Agreement that you have entered into. If you download or print a copy of any of the Content, you must retain all copyright and other proprietary notices contained therein. Any reproduction, modification, creation of derivative works from or redistribution of the Service or of our Platform is expressly prohibited.

### **Copyright Claims**

If you believe any of the material on our Platform infringes a copyright owned or controlled by you, you may file a notification of such infringement with us at [support@legioninvest.com](mailto:support@legioninvest.com). Please include the following information with your notification: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed upon; (iii) a description of where the material that you claim is infringing is located on our Platform; (iv) your address, telephone number, and email address; (v) 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 (vi) 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.

### **Trademarks**

All trademarks, service marks, logos and trade names of the Service and our Platform, registered and unregistered, are proprietary to Legion or to other applicable parties. You may not reproduce, display or otherwise use any such trademarks, service marks, logos or trade names without the prior written consent of Legion or the appropriate owner thereof. All design rights, compilation rights, and similar intellectual property rights in and to the Service and our Platform, whether registered or unregistered, and related goodwill are owned exclusively by and are proprietary to Legion or our licensors.

### **Reservation of Rights**

All rights not expressly granted to you in these Terms or your Legion Client Account Agreement are hereby reserved by Legion.

### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL LEGION OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE LEGION PLATFORM, INFORMATION OBTAINED FROM THE LEGION PLATFORM AND THIRD PARTY CONTENT, INCONVENIENCE OR DELAY), OR FOR ANY INVESTMENT DECISIONS MADE ON THE BASIS OF SUCH INFORMATION OBTAINED FROM THE PLATFORM, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT LEGION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. LEGION WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH SUCH LEGION DOES NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.

IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

#### **INDEMNIFICATION**

AS A CONDITION OF YOUR USE OF THE LEGION SERVICE AND/OR PLATFORM, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS LEGION TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. YOU ACKNOWLEDGE THAT YOU ARE PERSONALLY RESPONSIBLE FOR YOUR ACTIONS WITH THE SERVICE AND ON OUR PLATFORMS, AND YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS LEGION AND OUR AFFILIATES, AS WELL AS OUR AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, REPRESENTATIVES, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, PENALTIES, FEES, OR EXPENSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) THAT MAY BE INCURRED, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICE, ANY OF OUR PLATFORMS, OR THE CONTENT, YOUR VIOLATION OF ANY OF THESE TERMS, OR YOUR VIOLATION OF ANY THIRD PARTY RIGHTS.

#### **DISCLAIMER OF WARRANTIES**

LEGION DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT THE LEGION PLATFORM, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE LEGION PLATFORM IS MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE" AND LEGION DOES NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.

LEGION DOES NOT WARRANT THAT THE LEGION PLATFORM WILL MEET YOUR NEEDS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. LEGION ALSO MAKES NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF THE LEGION PLATFORM WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICE, ADVICE, PLAN RECOMMENDATION, HEDGING STRATEGIES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM AND/OR SERVICE WILL MEET YOUR EXPECTATIONS. YOUR ACCESS TO AND USE OF THE SERVICE, THE PLATFORM, AND THE CONTENT

ARE AT YOUR OWN RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE, OR ANY LOSS OF DATA, RESULTING FROM YOUR ACCESSING OR USING THE SERVICE OR ANY OF THE PLATFORMS OR CONTENT. YOUR SOLE AND EXCLUSIVE REMEDY FOR ISSUES RELATING TO YOUR USE OF THE SERVICE, OR ANY OF THE PLATFORMS OR CONTENT, IS TO DISCONTINUE YOUR USE OF THE SERVICE, THE PLATFORMS, AND ANY SUCH CONTENT.

### **Changes to Legion Platform**

Unless otherwise agreed, Legion may discontinue or modify the Legion Platform at any time without prior notice to you, and you accept those modifications if you continue to use the Legion Platform.

### **Termination**

Subject to your Legion Client Account Agreement (if you are a registered user), Legion may terminate your access to or use of any or all parts of the Platform at any time in our sole discretion. Upon any such termination, you must destroy any Content obtained from such Platforms and all copies thereof. The provisions of these Terms which contemplate surviving, including the provisions concerning Site security, prohibited activities, copyrights, trademarks, disclaimer, limitation of liability, indemnity, arbitration, governing law, and jurisdictional issues, shall survive any such termination.

### **Governing Law**

Any claim, dispute or cause of action arising from these Terms or any use of the Service, any of our Platforms, or any Content (“Dispute”) shall be governed and construed in accordance with the laws of the State of Delaware, without reference to any conflicts of law provisions therein.

### **Dispute Resolution; Class Action Waiver**

YOU AGREE TO ARBITRATE YOUR CLAIMS. YOU SHOULD CAREFULLY REVIEW THIS SECTION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. YOU ARE ENTITLED TO A

FAIR HEARING BUT THE ARBITRATION PROCEDURES MAY BE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. AN ARBITRATOR'S DECISION IS AS ENFORCEABLE AS ANY COURT ORDER AND IS SUBJECT TO A VERY LIMITED REVIEW BY A COURT. YOU EXPRESSLY AGREE TO THIS SECTION AS A CONDITION OF ACCESSING OR USING THE SERVICE, OUR PLATFORM, OR ANY CONTENT.

**Arbitration.** In the unlikely event that we are unable to resolve any dispute you bring to our attention after sixty (60) days, and for any other dispute we raise, you and Legion agree that, except where prohibited by law, all disputes shall be resolved individually and exclusively by final and binding arbitration administered by JAMS, and conducted before a single arbitrator, all pursuant to the JAMS Comprehensive Arbitration Rules and Procedures that are in effect at the time arbitration is initiated (the "JAMS Rules"). For more information on JAMS, the JAMS Rules, or the process for filing an arbitration claim, you may call JAMS at 800.352.5267 or visit the JAMS website at [www.jamsadr.com](http://www.jamsadr.com).

**No Class Actions or Class Wide Relief.** You and Legion agree to the following with respect to the arbitration of any dispute hereunder: (a) ANY CLAIM MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) the arbitration will be held telephonically, or at a location you and we both agree upon; (d) we reserve the right, in our sole discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such

instance, the fees and costs awarded will be determined by the applicable law. ANY RIGHT TO A TRIAL BY JURY, WHETHER ON AN INDIVIDUAL OR A CLASS BASIS, IS HEREBY WAIVED.

### **Feedback**

Your feedback is welcome and encouraged. You may submit feedback by emailing us at support@legioninvest.com. You agree, however, that (i) by submitting unsolicited ideas to Legion or any of its employees or representatives, by any medium, including but not limited to email, written, or oral communication, you automatically forfeit your right to any intellectual property rights in such ideas; and (ii) such unsolicited ideas automatically become the property of Legion. You hereby assign and agree to assign all rights, title, and interest you have in such feedback and ideas to Legion together with all intellectual property rights therein. In addition, you warrant that all moral rights in any feedback have been waived, and you do hereby waive any such moral rights.

### **No Implied Waiver**

Any failure of Legion to exercise or enforce any rights or provisions of these Terms shall not constitute a waiver of such right or provision.

### **Headings**

All headings provided in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

### **Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you. Any assignment or transfer by you shall be null and void. Legion may assign these Terms without restriction. These Terms shall inure to the benefit of and be binding upon Legion's successors and assigns.

### **Interpretation**

If any provision of these Terms is found by a court of competent jurisdiction or arbitrator to be invalid or inapplicable, Legion and you nevertheless agree that the court or arbitrator should

endeavor to give effect to our intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

### **Severability**

If any term or provision of these Terms is declared unlawful, void, or unenforceable for any reason by any court or arbitrator in any jurisdiction, then such term or provision will be deemed severable from the remaining terms or provisions in such jurisdiction and will not affect the validity and enforceability of such remaining terms or provisions in these Terms.

### **Entire Agreement**

These Terms (including the Privacy Policy, and as applicable the Legion Client Account Agreement) constitute the entire agreement between you and Legion with respect to your access or use of the Service or our Platform, and supersede any prior agreements or understanding between you and Legion.

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