

## TERMS OF USE

Effective as of 08/07/2025

This website and related technology platform are operated by Wealthdoor Asset Management LLC dba Nestvst. Wealthdoor Asset Management LLC dba Nestvst (“Nestvst”, “we”, or “our”) welcomes you. All references to “Nestvst”, “we” or “our” herein shall include companies we control, companies controlling us, and companies under common control with us (“affiliates”).

We invite you to subscribe to our robo-advisory services (the “Services”), which are made available to you through one or more digital, interactive mobile applications provided by Nestvst (collectively, the “App”), our website located at ([www.Nestvst.com](http://www.Nestvst.com)) or other websites (collectively, the “Website”), and/or messaging application accessible by any US cellular subscriber via SMS and MMS (collectively with the App and the Website, the “Platform”). The App designs a diversified portfolio for each account based on your investment goals and characteristics. Through the Platform, Nestvst offers Services for a monthly or annual fee for each account.

By using the public areas of the Platform or by previewing or using any of our Services, you are indicating your acceptance, without modification, of the disclaimers, terms and conditions set forth in these Terms of Use (these “Terms”). You agree that these Terms are the legal equivalent of a signed, written contract and constitute a legally binding agreement between Nestvst and you, as a user of the Platform, that you have read these Terms, and accept, understand and will be bound by them.

Any update or amendment to these Terms shall be effective if and when a new version is posted onto the Platform or when a notice is provided to you by email. You agree that posting any such changes on the Platform and/or sending any such changes to you via email constitutes reasonable and sufficient notice. Any such amendment will be effective as of the date specified by Nestvst. Your continued use of the Platform (including any updates or other versions thereof) constitutes your agreement to those changes. If you do not agree to these Terms (or any updates to or modified versions thereof), you should discontinue use of the Platform immediately.

**IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR PLATFORM, OR WITH ANY OF PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THE PLATFORM.**

This Platform is intended only for natural persons who are citizens or other lawful residents of the United States and who are at least 18 years of age and located in the United States.

**BY REGISTERING AND USING THE SERVICES YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER. INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO SUBSCRIBE TO ANY OF OUR SERVICES.**

Any additional information, text, videos, sounds, graphics, artwork, user and visual interfaces, questions, creative suggestions, messages, comments, feedback, ideas, articles and other materials (“Content”) is for informational purposes ONLY, and is not intended to provide, and should not be relied on for, individual investment, tax, legal or accounting advice. You are solely responsible for evaluating the merits and risks associated with the use of any Content before making any investment, financial or other decision based upon the same.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR PLATFORM AND OUR SERVICES CAREFULLY.

1. **Scope of Agreement:** By accessing and/or using the Platform, you agree to these Terms. These Terms apply to any use of the Platform including (1) when you register a user account; (2) when you sign up for or receive any Services or (3) when you use the Platform as a guest or visitor.

2. **Your Use of the Platform and Our Services:** Unless otherwise specified, we grant you a nonexclusive, non-transferable, limited right to access, use and display the Platform and the material provided therein, and the Services that you subscribed to, for your personal, noncommercial use, provided that you comply fully with the provisions of these Terms. You agree not to assign, transfer or sublicense your rights as a registered user of, or subscriber to, the Platform and/or our Services. You understand that only you may use your user account and password, that these shall not be shared with others and that your subscription to our Services is only valid for your personal, noncommercial use. You agree to be financially responsible for all usage or activity of Services you have subscribed to.

By using the Platform and/or our Services, you agree to be legally bound and to abide by these Terms. Your election to engage any Services are subject to your explicit enrollment and acceptance of separate agreements such as the Robo-Advisory Agreement and your agreements with our broker or custodian, the related fee schedules and/or other additional documents applicable to the Services for which you choose to enroll (collectively, the "Account Contracts").

If you do not comply with these Terms and the Account Contracts at any time, we reserve the right to cancel or terminate your password, user account, and/or access to the Platform (or any part thereof) and/or our Services.

At our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Platform or our Services.

If you do not abide by these Terms or Account Contracts, except as we may otherwise provide from time to time, you agree that we may immediately cease providing you Services, limit your access to the Platform, and require you to liquidate and close your user account. Further, you agree that we shall not be liable to you or any third-party for any termination, cancellation or modification of your access to, or use of, our Platform and/or our Services. You acknowledge that your only right with respect to any dissatisfaction with any modification or discontinuation of service made by us pursuant to this provision or these Terms, or any policies or practices by us in providing this Platform or our Services, including without limitation any change in Content or any change in the amount or type of fees or charges associated with the Services, is to cancel or terminate your subscription or registered user account, as applicable. We will attempt to process all requests to cancel or terminate your subscription or registered user account within 5 business days after we receive your request and all documentation required to cancel or terminate your subscription or registered user account, and you acknowledge and agree that charges and fees incurred prior to the effective time of cancellation or termination will not be reversed.

3. **Client Responsibilities:** For purposes of operating our Platform, you agree to provide us with true, accurate and complete information as required by the subscription or sign up process to our Services, including, without limitation, your legal name, address, telephone number, email address and applicable billing information (collectively, "Sign Up Data"), and to allow us to share your Sign Up Data with third parties for the purpose of verifying the information you provide, funding your account and charging our fees. Sign Up Data is a subset of Personal Information and shall be considered Personal Information under our Privacy Policy.

You agree to maintain and promptly update the Sign Up Data and any other information you provide to us to keep it accurate. Without limiting any other provision of these Terms, if you provide any

information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account or subscription and refuse any and all current or future use by you of our Platform (or any portion thereof) or any of our Services. You agree not to register or subscribe for more than one username, create an account on behalf of someone else, or create a false or misleading identity on the Platform.

If your registration or subscription is revoked for any reason, you agree not to register or subscribe again with our Platform using another username or through any other means. If we have reason to suspect, in our sole discretion, that your account has previously been terminated, we reserve the right to terminate any new accounts you have registered without any notice to you, or to exercise any other remedies available to us under these Terms or by law.

You are entirely responsible for maintaining the confidentiality of your password and user account information. You must notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password or user account information. In the event of a breach of security by you, you will remain liable for any unauthorized use of your subscription until you update your Subscription Data. You are the only person who may use your user account and password to access the Platform, and you are entirely responsible for any and all activities which occur through your user account.

You also agree that:

You will notify Nestvst promptly of any change to your physical address, phone number or email address by updating your account information on the Platform;

You will provide and update your personal information electronically using the Platform;

You may access statements, confirmations, tax forms, and the current agreements applicable to the Services electronically through the Platform;

Nestvst will provide Services solely through the Platform;

Nestvst will communicate solely via electronic means, as provided in section 19 below, such as e-mail, and will not mail you a paper statement unless you make a specific request and pay the associated fee;

The electronically stored copies of the Account Contracts are the enforceable, true, complete record of each of the Account Contracts, which can be admitted as evidence or otherwise used in arbitration, litigation, administrative or other legal or regulatory proceedings as if they were originally produced and then kept in paper form. You will not object to or challenge the enforceability or use of the electronically stored copies of the Account Contracts;

You will check the Website and the App regularly for communications from Nestvst, including electronic notices that any of the Account Contracts have been amended;

Your wireless carrier's standard messaging and data rates apply to your SMS or MMS correspondence; and

Your account can be closed by us if we determine that any you have violated any provision of these Terms or the Account Contracts.

4. **Device Compatibility:** The Platform is designed to work when accessed through the internet by a computer using certain web browsers or certain portable devices (such as phones or tablets that use certain operating systems). You acknowledge and agree that some web browsers or portable devices may not be compatible with the Platform and that we cannot guarantee the accuracy or functionality of any Services provided by Nestvst unless accessed through a supported browser or device. You agree that you will download and install any software updates for our App as they become available.

**Availability of Services:** The availability and use of our Services may be affected by circumstances outside of our control.

Client Devices: You understand and agree that you are still subject to the terms and conditions of any agreement you have with any mobile service provider and/or any app store or marketplace, and these terms and conditions do not amend or supersede Account Contracts. You understand that such services may provide for fees, charges, limitations, and restrictions which might impact your use of the Platform and the Services (e.g., data usage charges, etc.) and you agree to be solely responsible for all such fees, charges, limitations and restrictions. Please contact your wireless carrier for information about your messaging plan and applicable charges payable to your wireless carrier.

5. Termination: Either you or Nestvst may terminate your user account and any Services at any time pursuant to the terms and conditions of any applicable Account Contracts. The provisions applicable to any such termination, including the effects thereof, are described in terms and conditions of any applicable Account Contracts.

6. Privacy and Security: We are committed to protecting your privacy and security. By entering into these Terms, you represent that you have read, understood and agree to our Privacy Policy, which is fully incorporated into these Terms by this reference.

7. Restrictions on Use of Materials: You acknowledge that the Platform is protected by copyrights, patents, trademarks, service marks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is owned, controlled, or licensed by or to us and is protected by law, including United States copyright laws, and, if applicable, similar foreign laws. Subject to any copyrights or other rights of the original owners of such Content, we also own a copyright in the selection, coordination, arrangement and enhancement of such Content.

The name Nestvst, the Nestvst logo, and other trademarks, service marks, names, slogans, graphics, and logos of Nestvst used in connection with the Platform and the Services (collectively, "Brands") are trademarks or registered trademarks of Nestvst or an affiliate. Other trademarks, service marks, graphics, and logos appearing on the Platform are trademarks of their respective owners. Nothing contained on the Platform should be construed as granting any license or right to use any of the Brands or third-party marks appearing on the Platform without the prior written consent from us or any party that may own any of the third-party marks. Use of the third-party marks does not imply any affiliation with or endorsement by them.

You are not authorized to, and agree not to, download, display or use any Services, Content or Brands in any publication, advertising, publicity or any other commercial or non-commercial manner, in connection with products or services that are not those of Nestvst, or in any other manner that is likely to cause confusion among consumers, that disparages or discredits Nestvst and/or its software or intellectual property licensors, that dilutes the strength of Nestvst or its licensors' property, or that otherwise infringes on Nestvst or its licensors' intellectual property rights.

You may not modify, publish, republish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any other way exploit (including but not limited to any commercial use), any of the Services or Content, in whole or in part without the prior written consent of Nestvst. When Content is downloaded to your computer or any mobile or other device, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other application or networked computer environment is strictly prohibited unless you receive our prior written consent.

Content on the Platform may include or make available general news and information, commentary, research reports and data concerning the financial markets, securities and other subjects; market data such as quotations for securities transactions and/or last sale information for completed securities transactions; or access to blogs, wikis, online webinars, conferences, telecasts, podcasts and other public forums.

Content posted on the Platform is published as of its stated date or, if no date is stated, the date of first posting. Except as may be required by applicable law, Nestvst has no duty to update any such information and Nestvst may discontinue or modify any category of Content at any time.

By displaying, publishing, or otherwise posting any content on or through the Platform ("User Content"), you hereby grant to Nestvst a limited, irrevocable, non-exclusive, transferrable, sublicensable, worldwide, fully-paid, royalty free license to use, modify, publicly perform, publicly display, reproduce, and distribute all User Content without the requirement to make payment to you or to any third party or the need to seek any third party permission. This license includes the right to host, index, cache, distribute, and tag any of your User Content, as well as the right to sublicense such content to third parties, including other users, for use on other media or platforms known or hereinafter developed, such as for use on mobile phones. You continue to retain all ownership rights to your User Content, and you continue to have the right to use your User Content in any way you choose, subject to these Terms and the license described herein.

You represent and warrant that you own the User Content submitted, displayed, published or posted by you on the application and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any User Content you submit, and our use thereof, does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other intellectual property rights or other rights of any person or entity.

Nestvst may delete any User Content that in its sole judgment violates these Terms.

#### 8. Prohibited Uses:

You agree not to engage in any of the following on the Platform:

- reverse engineer, de-compile, or otherwise translate, in any way, the Content and user interface made available from, on, or through the Platform;
- use or launch any automated system, including "robots," "spiders," or "offline readers," to access any Content or our systems or to "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Platform or the Services;
- attempt to or in fact introduce viruses or any other computer code, files, or programs that may interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- attempt to gain unauthorized access to our computer network or any user accounts;
- in any way misuse any Services or Content that appears on the Platform; or
- modify, copy, distribute, publish, license or sell any Services or Content or any derivative work based on the Services or Content.

You represent and warrant that none of the money you transfer to and/or invest through the Platform comes from, or will be used to promote the conduct of, any crime or other illegal activity. You covenant not to use or transfer any money to or invest any money through the Platform that comes from, or that will be used to promote the conduct of, any crime or other illegal activity. You represent that no individual or entity has an interest in any money you use for deposits into your account with Nestvst or in any money or securities in such account other than you or any other individual you have disclosed to Nestvst using the account opening functionality of the Platform.

**Standards and Conduct Guidelines:** You acknowledge that all Content and all information, whether posted at our request or voluntarily, and whether publicly posted or privately transmitted (collectively, the "Postings" and the forums in which Postings are posted, including any chat, message board, blog, groups, and profile communications chat room, each an "Area"), are the sole responsibility of the person who made such Postings. This means that you are entirely responsible for all Postings that you post, email or otherwise transmit to the Platform. We do not control the Postings posted, emailed or otherwise transmitted on our Platform by others and, as such, we do not guarantee the accuracy, integrity or quality of such Postings. Although we have adopted standards and conduct guidelines for the users of our Platform (as described below), you understand that by using the Platform, you may be exposed to Postings that are offensive or objectionable. You agree that under no circumstances will we

be liable in any way for any Postings (other than for Content developed by us or our affiliates), including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the use of any Postings on or transmitted by the Platform.

You agree not to use the Platform to:

- Upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion);
- Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;
- Impersonate any person or entity, including, but not limited to, any user of the Platform, a director, officer, employee, shareholder, agent or representative of Nestvst or of any of its affiliates, or any other person or entity, or falsely state or otherwise misrepresent your affiliation with Nestvst, or any other person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to or through the Platform;
- Upload, post, email or otherwise transmit any Postings or other materials that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Upload, post, email or otherwise transmit any Postings or other materials that infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party;
- Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation, except in those areas, if any, that are specifically designated for such purpose;
- Upload, post, email or otherwise transmit any Postings or other materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of an any Area (or other portion of the Platform) are able to type, or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user's experience of the Platform;
- Interfere with or disrupt the Platform or servers or networks connected to this Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform;
- Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;
- "Chase", "Troll" or otherwise harass another user or employee of the Platform;

- Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Platform, including user names or passwords; and
- Access or attempt to access another user's account without his or her consent.

Your privilege to use the Platform and contribute to discussions depends on your compliance with the standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of the Platform and/or take any other appropriate measures to enforce these standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to our standards and conduct guidelines, or any part of these Terms, we may terminate, in our sole discretion, your use of, or participation in, any Area.

Except as may otherwise be provided in our Privacy Policy, all communications, including, but not limited to communications in Areas, are public and not private communications. We reserve the right to monitor some, all, or no Areas and other areas of the Platform for adherence to the standards and conduct guidelines set forth above or for any other purpose. You acknowledge that by providing you with the ability to distribute Postings, we are acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any Postings or activities in any area, nor do we endorse any such Postings. Although we reserve the right to remove, without notice, any posting for any reason, we have no obligation to review Content prior to the Content's posting or to delete Postings that you may find objectionable or offensive.

Subject to applicable securities laws, we are not responsible for maintaining a copy of any material we remove from our Platform, and we are not liable for any loss you incur in the event that Content you post or transmit to our Platform is removed. The existence of any Posting in any Area (whether or not controlled by Nestvst) does not, and shall not be deemed to, constitute Nestvst's recommendation or advice to follow any recommendation included in such Posting, including any recommendation to purchase any specific security or group or type of securities.

You hereby waive any claim or loss you may have as relates to any Posting in any Area, including your reliance on any such Posting to purchase or sell any securities or take any other action. You are solely responsible for evaluating the merits and risks associated with the use of the Platform before making any investment, financial or other decision based upon the same.

11. Submissions: If, at our request or on your own, you send, email, post or otherwise transmit to us or the Platform any Content (collectively, the "Submissions"), you grant Nestvst and its successors and assigns a worldwide, royalty-free, perpetual, irrevocable, transferable, nonexclusive right (including any moral rights) and license (as well as consent) to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform and display any Submissions (in whole or in part and with or without the use of your name) and/ or to incorporate the Submissions in other works in any form, media, or technology now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, the "Rights") that may exist in such Submissions. You also warrant that, to the extent you are not the exclusive holder of all Rights in a Submission, any third-party holder of any Rights, including moral rights in such Submissions, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You further acknowledge that Nestvst and its successors and assigns shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. You also permit any user to access, display, view, store and reproduce any Submission that you have made available for any use. Subject to the foregoing, the owner of a Submission placed on the Platform retains any and all Rights that may exist in such

Submission. Except as provided in our Privacy Policy, none of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions.

12. Copyright Complaints: Nestvst respects the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and in our sole discretion, terminate the rights of any user to use our Platform (or any part thereof) who infringe the intellectual property rights of Nestvst or others.

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied in a way that constitutes copyright infringement or are aware of someone doing so, please contact our designated agent for notice of claims of copyright infringement and include the following information:

- a physical or electronic signature of the owner of the copyright or a person authorized to act on behalf of the owner;
- identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on this application are covered by a single notification, a representative list of such works);
- identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Platform;
- your name, mailing address, telephone number and email address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- a statement by you that the information in your notification is accurate, and that you attest under penalty of perjury, that you are the copyright owner or that you are authorized to act on the copyright owner’s behalf.

Upon receipt of any notice, we will take action we deem appropriate, in our sole discretion, possibly including the removal of the challenged content from the Platform.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. The DMCA allows us to restore the removed content if the party filing the original DMCA notice does not file a court action within ten business days of receiving a copy of a DMCA counter-notice.

Notices and counter-notices with respect to the Platform should be sent to our designated agent for notice of claims of copyright infringement. Contact information for our designated copyright agent is: Azer Karimov, Chief Compliance Officer, Nestvst, 14090 SOUTHWEST FWY, SUITE 300, SUGAR LAND, TX 77478-3679 or [azer.karimov@nestvst.com](mailto:azer.karimov@nestvst.com) (please include “Notice of Copyright Infringement” in the subject line).

If you knowingly and materially misrepresent that material or activity on the Website is infringing a copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

13. Disclaimer of Warranties

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:

THE SERVICES, OFFERINGS, CONTENT AND MATERIALS ON THE PLATFORM ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, AVAILABILITY, ACCURACY OR NON-INFRINGEMENT WITH RESPECT TO THE PLATFORM, THE SERVICES, THE OFFERINGS, CONTENT AND ANY OTHER MATERIALS ON THE PLATFORM.

NESTVST DOES NOT WARRANT THAT THE PLATFORM OR ANY FUNCTION CONTAINED IN THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM OR THE SERVERS THAT MAKE THE PLATFORM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANYTHING DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM IS DONE AT YOUR SOLE RISK, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SERVICE, OFFERING, CONTENT OR MATERIAL AND ANY OF YOUR INTERACTIONS WITH ANY THIRD PARTIES, INCLUDING ADVERTISERS AND OTHER USERS, IDENTIFIED THROUGH THE PLATFORM.

NESTVST DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES IN OR ON THE PLATFORM IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NESTVST EXPRESSLY DISCLAIMS ANY DUTY TO UPDATE THE INFORMATION ON THE PLATFORM.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS.

14. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER WE NOR THE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES OF US WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE AND EVEN IF THE RESPECTIVE PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM,

- (A) THE USE AND/OR THE INABILITY TO USE THE PLATFORM AND/OR THE SERVICES;
- (B) THE USE OF ANY CONTENT OR OTHER INFORMATION ON THE PLATFORM OR ANY APPLICATION(S) OR WEBSITES(S) LINKED TO THE PLATFORM;
- (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM;
- (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR PLATFORM;

(F) ANY PLATFORM FAILURE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; OR  
(G) ANY OTHER MATTER RELATING TO THE PLATFORM OR THE SERVICES.

YOU UNDERSTAND AND AGREE THAT NESTVST SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY IN THE EVENT WE EXERCISE OUR RIGHT TO MODIFY, CHANGE OR DISCONTINUE THE PLATFORM OR ANY SERVICES.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE TOTAL AMOUNT PAID BY YOU FOR ACCESSING THE PLATFORM AND RECEIVING THE SERVICES, IF ANY, IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR PLATFORM, OR WITH ANY OF PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THE PLATFORM. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, WE DO NOT DISCLAIM ANY LIABILITY RELATING TO THE PROVISION OF SERVICES WHICH CANNOT BE DISCLAIMED PURSUANT TO THE INVESTMENT ADVISERS ACT OF 1940, AS AMENDED, OR OTHER APPLICABLE LAW.

15. Indemnification: You agree to indemnify, hold harmless and, at our option, defend us and our affiliates, and our and their officers, directors, employees, stockholders, agents and representatives (collectively, "Indemnified Persons"), from any and all third party claims, liability, losses, damages, expenses and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from your improper use of the Platform or our Services or offerings, your violation of these Terms or any of the other Account Contracts, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity, and your use of User Content and Submissions generated, uploaded, or otherwise provided by you in accordance with these Terms.

16. Parental or Guardian Consent: Some of the Content on the Platform may not be appropriate for minors. INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO SUBSCRIBE TO ANY OF OUR SERVICES.

17. Additional Technology and Third-Parties: These Terms apply only to the Platform, and not to the websites and/or applications of any other person or entity.

We may provide, or third parties may provide, links and/or functionality that connect to other worldwide websites, applications or resources not provided by us ("Third Party Platforms"). You acknowledge and agree that we are not responsible for the availability of such Third-Party Platforms.

To recommend products to you, we may work with third party advertisers, please see Section 21.3 Advertiser disclosure for more details.

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We may use GIPHY to provide certain services on or through our Platform. By using this service, you agree to be bound by GIPHY's Terms of Service. To learn more about GIPHY's Terms of Services, please visit <https://support.giphy.com/hc/en-us/articles/360020027752-GIPHY-User-Terms-of-Service>.

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Except as otherwise provided by applicable law, you further acknowledge and agree that we will not be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products, services or other resources available on or through any Third-Party Platform (regardless of whether we directly or indirectly link to such content, advertisements, products, services or other resources).

You should direct any concerns with respect to any other application to that Third-Party Platform's administrator or webmaster. Without limiting any of the foregoing, Nestvst may provide access to blogs, wikis, online conferences, telecasts, podcasts, or other forums. All communications made at or through such forums are public. Nestvst does not, unless otherwise required by law, have any obligation to screen, review, approve or endorse any Content obtained through such forums. Reliance on the Content is at your own risk.

18. Consent to Recordings: By using the Platform, you consent to the recording, retention and use of any communication, information and data exchanged between you and Nestvst or its representatives or agents for execution, processing, database maintenance, record-keeping, or any other use in the regular course of business, from time to time, provided that such use is permitted under applicable law and our Privacy Policy.
19. Consent to Doing Business Electronically; Communications: The Platform operates on the Internet, and you consent to transact business with us electronically. You agree that we may provide messages to you by electronic means, for example, by posting it on our website, sending you an in-App message, emailing it to an email address that you have provided us or mailing it to any postal address that you have provided us. All messages by any of these

methods will be deemed received by you no later than the earlier of when received or 24 hours after sent according to the contact information you provided, except for notice by postal mail, which will be deemed received by you no later than the earlier of when received or 3 business days after it is mailed to the most recent address we have on file for you. The Platform provides you our e-mail address so that you may communicate electronically with us by sending an e-mail message to [info@nestvst.com](mailto:info@nestvst.com). All e-mail sent to and from Nestvst will be received or otherwise recorded by the Nestvst e-mail system and is subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient.

You consent to be contacted by us at any physical or electronic address you provide. You represent that the contact information you have provided is yours and you are permitted to use those forms of contact. In the event you change your contact information, such as e-mail address, mailing address or any other contact information you have provided, you agree to promptly update your contact information.

You also agree to receive alerts about your activity, statements, balances, payments, suspicious activities, and other matters involving your use of the Platform or the Services through email. Receipt of email notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. We are not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of electronic notification for any purposes. Each email may not be encrypted, and may include your name and information pertaining to your online account or use of the Platform. You agree and consent to such transmission of such information. You agree not to use e-mail to transmit any confidential personal information. It is your responsibility to update or change your e-mail address, as appropriate.

20. Geographic Scope of Program: You acknowledge that this Platform is intended for natural persons who are citizens or other lawful residents of the United States and who are located in the United States and that Nestvst does not intend to offer any other products or services, outside the United States.

Nestvst does not represent or warrant that any aspect of its Services, including information available from the Platform, complies with any law or regulation of any jurisdiction outside the United States. You represent and warrant that you are a lawful resident of and located in the United States and that you have been lawfully issued by the government of the United States the social security number or tax identification number you provided when applying for any Services using the account opening functionality through the Platform.

21. Additional Disclosures:

#### 21.1 General

The content on our website has been prepared for informational purposes ONLY, and is not intended to provide, and should not be relied on for, investment, tax, legal or accounting advice. Nestvst Inc social media posts and overall communications, including SMS messages, are for informational purposes ONLY, are not meant to be solicitations of any kind, and is not intended to provide, and should not be relied on for, investment, tax, legal or accounting or any kind of advice. Users need to do their own due diligence and decide what is a good fit for their individual circumstances. Information presented is subject to change at any time due to market, economic, regulatory or other changes. The subject matter contained herein has been derived from several sources believed to be reliable and accurate at the time of compilation, but no representation or warranty (express or implied) is made as to the accuracy or completeness of any of this information. These materials are not intended for distribution to or use by, any person or entity who is a citizen or resident of or located in any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject

Nestvst Inc. to any registration or licensing requirement within such jurisdiction. The contents may not be reproduced in whole or in part or otherwise made available without the prior written consent of Nestvst.

## 21.2 Advertiser Disclosure

Messages sent by Nestvst may contain links from Nestvst's partners recommending products & apps that can help you get financially fit. We, Nestvst Inc, will receive compensation if you become a client and or engage with an offer, but we only work with reputable brands that we trust, so don't worry, we do our best to have your back.

This may influence which products we select, how they appear and where & when those products appear on the website & in our messages. The offers shown do not include all financial services companies or all of their available product and service offerings. Additionally, Nestvst Inc. strives to keep its information accurate and up to date. This information may be different than what you see when you visit a financial institution, service provider or specific product's site. All financial products, shopping products and services are presented without warranty. When evaluating offers, it is your sole responsibility to review the financial institution's Terms and Conditions and suitability of the product with respect to your needs. Pre-qualified offers are not binding.

## 21.3 Mobile Banking Service

As further described below, the Mobile Banking Service permits you to use a Mobile Device to perform certain transactions associated with your eligible Accounts with us (hereinafter, each a "Mobile Banking Account"). The Mobile Banking Service may be provided in one or more formats or mechanisms, including without limitation, as well as via the mobile web or the downloadable application (further described below and hereinafter referred to as "Mobile Banking"). Not all methods will be available on all Mobile Devices. If you use the Mobile Banking Service in the form of SMS messages, you are solely responsible for the content of and the mis-delivery of any SMS text messages. You agree to provide accurate source indication (i.e. the Mobile Device's mobile phone number for SMS messages) of any SMS messages sent by you. YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR EMAIL ACCOUNT MAY BE ABLE TO VIEW THE CONTENT.

## 21.4 Electronic Fund Transfer Disclosure Statement

The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds and other electronic transfers to and from your account(s). There may be limitations on account activity that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing our services.

A. Definitions: Electronic Fund Transfer: Any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic device or computer to instruct us to debit or credit an account.

B. Your Liability: Authorized Transfers: You are liable for all Electronic Fund Transfers that you authorize, whether directly or indirectly. Unauthorized Transfers: Tell us at once if you believe your account or Access Information (as defined below) is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Email us immediately at [info@Nestvst.com](mailto:info@Nestvst.com) to keep your possible losses to a minimum. You could lose all the money in your account(s). If you tell us within two (2) business days after learning of the loss or theft of your account access device, or after learning of any other unauthorized transfers from your account involving your account access device, you can lose no more than \$50 if Electronic Fund Transfers are made without your

permission. For these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as \$500. Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen access device or of any other suspected unauthorized transfer(s), the time periods specified in this Section B may be extended for a reasonable period.

22. Governing Law; Jurisdiction; Waiver of Jury Trial; Class Action Waiver.

Please read the following terms carefully because they limit the manner in which you can seek relief from us.

**Governing Law.** These Terms and your use of the Service, and any disputes directly or indirectly arising from these Terms or your use of the Services, shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A., without giving effect to any choice of law or conflict of law rules or provisions, whether Federal, or of the State of Delaware or of any other jurisdiction, which would result in the application of the laws of a jurisdiction other than the state of Delaware.

**Jurisdiction.** Subject to any arbitration agreement that exists between you and us, both you and Nestvst agree that all claims and disputes arising out of or relating to the Platform will be litigated exclusively in the state or federal courts located in Sussex County, Delaware. You hereby irrevocably consent and submit to the exclusive jurisdiction of such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

**Waiver of Jury Trial.** YOU AND NESTVST HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO A TRIAL BY JURY. You and Nestvst are instead electing that all claims and disputes shall be resolved by a judge, or if applicable by an arbitrator if we have an arbitration agreement with you.

**Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES MUST BE LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CLIENT OR USER CANNOT BE LITIGATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CLIENT OR USER.

**Notice Requirement.** Prior to initiating any litigation, you shall provide written notice to us. Your notice must include your name and address, your Nestvst username (if any), the email address you used to set up your Nestvst account (if you have one), and a statement describing the dispute.

23. Miscellaneous Terms:

**Severability.** If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

**Waiver.** Our failure to enforce the strict performance of any of the provisions of these Terms or the Account Contracts will not waive our right to later enforce those provisions. These Terms, together with other Account Agreements, the Privacy Policy, and the terms governing any individual page on the Website or screen on the Application, are the entire agreement between you and us relating to the subject matter herein.

**Conflicting Terms.** In the event of any conflict between these Terms and the terms of any other written agreement between you and Nestvst, including but not limited to your Advisory Agreement with Nestvst, such other applicable agreement shall control.

Survival of Agreement. These Terms and the Account Contracts will survive the termination of your relationship with Nestvst.

24. Contact Us: Questions, complaints, or claims regarding the Platform or Services should be directed to us at [info@nestvst.com](mailto:info@nestvst.com).