



WAVVEST TECHNOLOGIES - TRUST CREATION TERMS & CONDITIONS

THIS AGREEMENT INCLUDES MANDATORY ARBITRATION, CLASS ACTION WAIVER, AND JURY WAIVER PROVISIONS. BY USING WAVVEST TECHNOLOGIES LLC SERVICES, YOU AGREE TO THESE PROVISIONS.

Acceptance of Terms and Definitions

By using Wavvest Technologies LLC's website, products, and services, you acknowledge that you have read and agree to be bound by these Terms of Service. Your use of Wavvest Technologies LLC's services constitutes agreement to comply with applicable laws and regulations, including arbitration of disputes. If you do not agree with these Terms of Service, do not use our website or services.

Definitions:

- "Site" refers to any website made available by Wavvest Technologies LLC.
- "Services" refers to the Site and all related services, including tools for creating estate planning documents such as revocable trusts and pour-over wills.
- "Wavvest Technologies LLC," "we," "us," and "our" refer to Wavvest Technologies LLC and its affiliates, officers, directors, employees, consultants, and representatives.
- "You," "your," and "User" refer to any customer, visitor to the Site, or user of any Services.
- "Member" refers specifically to Users who have created an account with Wavvest Technologies LLC.
- "Affiliate Services" refers to third-party services that may promote or direct Users to Wavvest Technologies LLC's Site and Services.

If you access the Services on behalf of an entity, you represent and warrant that:

1. You have the authority to bind that entity to these Terms.
2. "You" and "your" also refer to the entity.

YOU MUST BE AT LEAST 18 YEARS OF AGE AND LEGALLY ABLE TO ENTER INTO A CONTRACT TO USE OUR SERVICES.

Modifications

Wavvest Technologies LLC may modify these Terms of Service by posting updates on the Site and providing notice of significant changes. Continuing to use the Site or



Services after such updates indicates acceptance of the new Terms. If you disagree with any modifications, your only remedy is to cease using our Services.

Disclaimer

WAVVEST TECHNOLOGIES LLC IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL ADVICE. WHILE WAVVEST TECHNOLOGIES LLC STRIVES TO ENSURE THAT ITS AUTOMATED SERVICES ARE COMPLETE, THEY ARE INTENDED FOR USE AS SELF-HELP FORMS. THE MATERIALS AND SERVICES ARE NOT SUBSTITUTES FOR THE ADVICE OF AN ATTORNEY.

No attorney-client relationship is created through the use of Wavvest Technologies LLC. Any and all communications between you and Wavvest Technologies LLC or its related entities, including Wavvest Holdings Inc. and Wavvest Wealth LLC, are governed by our Privacy Policy but are not protected by attorney-client privilege.

Structure and Role of Wavvest Entities:

Wavvest Holdings Inc. is the parent company of Wavvest Technologies LLC and Wavvest Wealth LLC. Each entity operates independently:

- Wavvest Technologies LLC provides the technology platform for tools such as revocable trust and pour-over will creation.
- Wavvest Wealth LLC is a Registered Investment Advisor offering financial advisory services.

Your use of Wavvest Technologies LLC's Services does not establish any relationship with Wavvest Wealth LLC or imply endorsement of legal or financial advice.

Nature of the Services:

Wavvest Technologies LLC provides self-help, "fill in the blank" forms and other online tools and materials to assist you with preparing, executing, and storing your own legal documents. Your purchase, download, or use of a form document is neither legal advice nor the practice of law. If you require legal advice or your matter is too complex to be addressed by our tools, you should consult a licensed attorney in your jurisdiction.

We strive to keep the materials and documents provided through our Services current and up-to-date; however, they are not legal advice and are not guaranteed to be correct, complete, or applicable to your particular situation. The law changes rapidly and varies by jurisdiction. Wavvest Technologies LLC does not review your documents for legal sufficiency or applicability, nor do we draw legal conclusions or provide advice on the law as it applies to your case.

Your Responsibilities:

YOU AGREE TO READ AND REVIEW ALL FINAL DOCUMENTS BEFORE SIGNING



THEM. YOU ARE SOLELY RESPONSIBLE FOR THE LEGAL ACCURACY, SUFFICIENCY, AND EFFECTIVENESS OF YOUR DOCUMENTS.

If you believe Wavvest Technologies LLC has provided you with legal advice, opinion, or recommendations about your legal rights, remedies, or options, you must not use any documents generated through our Services. Any use of such documents is done at your own risk.

YOU UNDERSTAND THAT ANY REVIEW PROVIDED BY WAVVEST TECHNOLOGIES LLC IS AN AUTOMATED PROCESS LIMITED TO COMPLETENESS, SPELLING, AND INTERNAL CONSISTENCY OF INFORMATION SUCH AS NAMES AND ADDRESSES. THIS REVIEW IS NOT GUARANTEED TO BE COMPREHENSIVE OR ACCURATE.

User Expectations; Estate Planning and Account Content

A. Expectations Regarding Account Users

You are solely responsible for your interactions with other users of the Services, including where you share access to your documents or your account with other individuals, either via the features available in the Services or by sharing your account information.

You are also solely responsible for the content you upload to our servers. By using Wavvest Technologies LLC's products and Services, you agree to abide by the rules related to any content you upload or generate in connection with your account. Wavvest Technologies LLC reserves the right, but is not obligated, to monitor disputes and interactions between users. Wavvest Technologies LLC shall not be liable for your interactions with other users or for any user's action or inaction.

You may only create an account on behalf of yourself, or yourself and a spouse or legally recognized domestic partner ("Spouse"). If you create an account on behalf of yourself and a Spouse, you represent that you have explicit permission to enter the information and designations on behalf of your Spouse at their exact direction. The user whose email address is used to create a Wavvest account is the primary account owner. Any secondary account user must also agree to these terms. In the event of dissolution of your marriage or civil union, a secondary user may contact support to establish their own separate account. Additional fees may apply to the creation of a new account and estate planning documents.

Wavvest Technologies LLC's Services are intended for use by the individual(s) named in the estate planning documents. Wavvest Technologies LLC is not liable for improper use of the Site or Services. The enforceability of the documents may be undermined by



the unsanctioned creation or modification of documents by a third party, and Wavvest Technologies LLC disclaims any and all liability for such unsanctioned use. You delegate the responsibility of creating estate planning documents at your own risk.

B. Estate Plan Content and Account Content Expectations

You retain exclusive ownership of the content you upload to create your estate planning documents ("Estate Plan Content").

You may also submit or upload documents and content to Wavvest Technologies LLC's platform within your private account, to be stored on our secure servers ("Account Content"). You retain ownership of your Account Content, and you may remove it at any time. You agree to abide by these Terms of Service regarding the type of content you may permissibly upload.

You agree not to post Account Content that:

1. May create a risk of harm, loss, or injury to any person or property.
2. Seeks to harm or exploit minors or asks for personally identifiable information from minors.
3. Constitutes or contributes to a crime or tort.
4. Is unlawful, abusive, defamatory, invasive of privacy, or otherwise objectionable.
5. Contains information you do not have the right to share under applicable laws or agreements.
6. Violates any third-party rights, including Intellectual Property Rights (as defined below).

Wavvest Technologies LLC reserves the right, but is not obligated, to edit, remove, or modify any Account Content that violates these Terms. Uploading Account Content does not substitute for registering it with rights organizations, such as the U.S. Copyright Office.

For the purposes of these Terms of Service, "Intellectual Property Rights" include all copyright, trademark, trade dress, patent, moral, publicity, and trade secret rights as now or later defined under applicable law.

In connection with your Account Content, you affirm, represent, and warrant that:

1. Your Account Content and Wavvest Technologies LLC's use of it as described in these Terms do not violate applicable laws or third-party rights.
2. To the best of your knowledge, all content pertains to you as the account holder or your Spouse and is accurate.



Wavvest Technologies LLC takes no responsibility and assumes no liability for any Estate Plan Content or Account Content that you or any other user uploads or shares.

C. Use of Artificial Intelligence

From time to time, Wavvest Technologies LLC may introduce features that utilize artificial intelligence, machine learning, or similar technologies ("AI Features"). Users may upload information, including Estate Plan Content and Account Content (collectively, "Input"), and receive output generated by the AI Features based on the Input ("Output," and together with Input, "AI Content").

You retain ownership of your Input and Output. Wavvest Technologies LLC may use AI Content to maintain, develop, and improve the Services. Your use of the AI Features is subject to the disclaimers set forth in these Terms. You agree that results from the AI Features may not always be accurate and should not be used as a substitute for professional or legal advice.

Rights and User Submissions

Except as provided in these Terms of Service, Wavvest Technologies LLC retains all rights in the Services. The Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music (the "Wavvest Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Wavvest Technologies LLC and its licensors. Except as explicitly provided herein, nothing in these Terms of Service shall be deemed to create a license in or under any such Intellectual Property Rights. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any materials or content accessible on the Services. Use of the Wavvest Content or materials on the Services for any purpose not expressly permitted by these Terms of Service is strictly prohibited.

You may choose to or we may invite you to submit, post, upload, or otherwise make available (collectively, "Post") content such as comments, ideas, questions, public messages, product feedback, and other content about or related to the Services, including, without limitation, suggestions for improving the Services or our products (collectively, "User Submissions"). For the avoidance of doubt, User Submissions do not include Estate Plan Content or Account Content.



If you Post any User Submission, unless we indicate otherwise, you grant Wavvest Technologies LLC a nonexclusive, royalty-free, fully sublicensable, worldwide right to access, view, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display such User Submission in any form, media, or technology now known or later developed. You also grant any other user of the Services the right to view, copy, access, store, or reproduce such User Submission for personal use. You further grant us the right to use the name and other information you submit in connection with such User Submission.

By Posting any User Submission, you represent and warrant that:

1. You own or otherwise control all rights to the User Submission you Post.
2. The User Submission is truthful and accurate.
3. The User Submission does not violate these Terms of Service or any applicable law.

By Posting any User Submission, you also agree that your disclosure is gratuitous, unsolicited, and without restriction. Posting a User Submission does not place Wavvest Technologies LLC under any fiduciary or other obligation. We are free to use User Submissions without additional compensation to you and do not waive any rights to use similar or related ideas previously known to Wavvest Technologies LLC, developed by its employees, or obtained from sources other than you.

You acknowledge and agree that Wavvest Technologies LLC may, but is not obligated to, pre-screen User Submissions before they appear on the Site. We reserve the right, in our sole discretion, to reject, move, edit, or remove any User Submission that violates these Terms of Service or is otherwise objectionable. Wavvest Technologies LLC does not verify, adopt, ratify, or endorse User Submissions and is not responsible for their accuracy, completeness, or usefulness. You agree to evaluate and bear all risks associated with your use of or reliance on User Submissions.

Limited License

Wavvest Technologies LLC grants you a limited license. Subject to your compliance with these Terms of Service, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Services as designed and as set forth in these Terms of Service. Wavvest Technologies LLC reserves all rights not expressly granted in the Services and the Wavvest Content. Wavvest Technologies LLC may terminate this license at any time for any reason or no reason.

Subject to the other provisions of these Terms of Service, Wavvest Technologies LLC grants you permission to download, view, copy, and print Document Materials on a single, stand-alone computer or device solely for your personal, informational,



non-commercial use. You agree not to download, view, copy, print, replicate, or modify the Document Materials in whole or in part, except as necessary to make the document accurate or effective for its intended personal use. This permission terminates automatically without notice if you breach any of the terms or conditions of these Terms of Service. On termination, you agree to immediately destroy any downloaded or printed Document Materials and cease using the Services.

Any unauthorized use of the Document Materials contained on the Site or available through the Services may violate copyright laws, trademark laws, laws of privacy and publicity, and other applicable laws and regulations.

Prohibited Activities

You agree not to engage in any of the following prohibited activities:

1. Copying, distributing, or disclosing any part of the Services in any medium, including, without limitation, by any automated or non-automated "scraping."
2. Using any automated system to access the Services in a manner that sends more request messages to the Wavvest Technologies LLC servers than a human can reasonably produce in the same period by using a conventional online web browser (except that Wavvest Technologies LLC grants operators of public search engines revocable permission to use spiders to copy materials from publicly accessible web pages on wavvest.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).
3. Transmitting spam, chain letters, or other unsolicited email.
4. Attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Services.
5. Taking any action that imposes, or may impose, at our sole discretion, an unreasonable or disproportionately large load on our infrastructure.
6. Uploading invalid data, viruses, worms, or other software agents through the Services.
7. Collecting or harvesting any personally identifiable information, including account names, from the Services.
8. Using the Services for any commercial solicitation purposes.
9. Impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, or attempting to hide your identity.
10. Interfering with the proper functioning of the Services.
11. Accessing any content on the Services through any technology or means other than those provided or authorized by the Services.

12. Bypassing the measures we may use to prevent or restrict access to the Services, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein.

Change of Services

Wavvest Technologies LLC retains the right to modify or discontinue Services and features at any time. We may, without prior notice, change the Services, stop providing specific features of the Services, or impose usage limits. We may permanently or temporarily terminate or suspend your access to the Services without notice or liability for any reason, including if, in our sole discretion, you violate any provision of these Terms of Service, or for no reason at all.

Upon termination for any reason, you remain bound by these Terms of Service. Any data, account history, or account content stored on the servers running the Services may be deleted, altered, moved, or transferred at any time for any reason, at Wavvest Technologies LLC's sole discretion, with or without notice and without liability of any kind. Wavvest Technologies LLC does not provide or guarantee, and expressly disclaims, any value—monetary or otherwise—attributed to any data stored on the servers running the Services.

Payment for Trust Services

You agree to pay Wavvest Technologies LLC for the trust creation services in accordance with the applicable terms of sale. Fees for trust-related services, including the creation of revocable trusts, pour-over wills, or other associated documents, are outlined at the time of purchase. By proceeding with payment, you acknowledge and agree to these terms, including any pricing, billing policies, and refund policies.

Fees and Charges

- Fees for trust creation services are one-time charges unless otherwise specified.
- Wavvest Technologies LLC reserves the right to modify its pricing or introduce new fees for additional services at its sole discretion, with notice provided before any changes take effect.
- Payments may include applicable taxes, government fees, or charges imposed by third parties.

Payment Authorization



You authorize Wavvest Technologies LLC (or its third-party payment processor) to charge your designated payment method for the full amount of fees due at the time of purchase. This includes all applicable fees for the trust creation services as well as any associated costs, such as document storage or optional add-ons selected by you.

Refund Policy

All purchases for trust-related services are final. Refunds are issued at the sole discretion of Wavvest Technologies LLC and may only be considered in exceptional circumstances, such as a technical error that prevents completion of your trust documents. Refunds are not available for completed or partially completed trust documents.

No Guarantee of Legal Enforceability

Payment for trust-related services does not guarantee the legal enforceability of the documents created, as this depends on proper execution, notarization, and compliance with local laws. You are solely responsible for ensuring the legal validity of the documents, including obtaining any required witness signatures or notarizations.

Cancellation

If you choose to cancel your use of the trust creation services after payment but before completing your documents, you may request cancellation. However, any cancellation request does not guarantee a refund unless expressly granted by Wavvest Technologies LLC.

Payment Model and Future Changes

At this time, Wavvest Technologies LLC offers Services on a one-time purchase basis. All fees for trust-related services are outlined at the time of purchase, and no subscription or recurring charges are associated with these Services.

If Wavvest Technologies LLC introduces subscription-based Services in the future, any terms applicable to subscriptions, including billing, renewal, and cancellation policies, will be clearly outlined and communicated to users prior to implementation. Your use of such Services will be subject to those terms at that time.

Risk and Consent

By using Wavvest Technologies LLC's Services, you consent to the collection, use, transfer, and processing of your personal data in accordance with our Privacy Policy.



This includes the potential capture of keystrokes and page-specific input data through session replay technology for purposes such as customer service, product optimization, and quality assurance.

Wavvest Technologies LLC has implemented commercially reasonable technical and organizational measures to secure your personal information from accidental loss, unauthorized access, misuse, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never defeat those measures or improperly use your personal information.

By providing your personal information or other data to Wavvest Technologies LLC, you agree to do so at your own risk and acknowledge that no security measure is infallible.

Security and Shared Access

You are responsible for ensuring the security and integrity of your Wavvest account. When creating an account to access certain Services or to provide information for a purchase or transaction, you must provide accurate, complete, and current information. You will also be required to create a username and password.

You are entirely responsible for maintaining the confidentiality of your password and for all activity that occurs under your account, including any use of shared access features. Sharing access to your account or documents is done at your own risk, and you are responsible for ensuring that shared access is granted only to authorized individuals.

You agree to keep your account credentials secure and to refrain from using a third party's account without their express authorization. Wavvest Technologies LLC will not be liable for any losses or damages you incur due to unauthorized use of your account. You may, however, be held liable for losses incurred by Wavvest Technologies LLC or others due to such unauthorized use.

If you suspect unauthorized access to your account or any security breach, you must promptly notify Wavvest Technologies LLC so appropriate measures can be taken to protect your account.

DMCA Notice

Wavvest Technologies LLC respects the rights of content owners and complies with the Digital Millennium Copyright Act of 1998 ("DMCA"). If you believe that your copyrighted work has been used or made available through the Services in a way that constitutes copyright infringement, please notify Wavvest Technologies LLC with the following information, as required by the DMCA:



1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner.
2. Identification of the copyrighted work that you claim has been infringed.
3. Identification of the material that you claim is infringing and where it is located within the Services.
4. Information sufficient to permit Wavvest Technologies LLC to contact you, such as your address, telephone number, and email address.
5. A statement 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.
6. A statement, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The above information must be submitted to:

DMCA Contact

Wavvest Technologies LLC

Email: support@wavvest.com

False Claims

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEY'S FEES.

Wavvest Technologies LLC may, at its sole discretion, terminate user accounts or restrict access to the Services for users who are found to repeatedly infringe upon others' intellectual property rights or for any other reason deemed appropriate under these Terms of Service.

Third-Party Services

The Services may contain links to or integrations with third-party websites, services, offers, or activities not owned or controlled by Wavvest Technologies LLC or its affiliates. Wavvest does not endorse or assume responsibility for any third-party websites, services, information, or products. By accessing or using a third-party website or service through the Wavvest platform, you do so at your own risk, and you understand that these Terms of Service and Wavvest's Privacy Policy do not apply to your use of such third-party websites or services. You expressly release Wavvest Technologies LLC and its related entities from any and all liability arising from your use of third-party websites, services, or content.



Additionally, your dealings with or participation in promotions of third-party advertisers or service providers, including payment and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third-party advertisers or service providers. Wavvest is not responsible for any loss or damage of any kind incurred as the result of any such dealings.

Notarization Services through Proof

Wavvest partners with Proof ("Proof") to provide digital notary services. By using these services, you acknowledge and agree to the terms of Proof's Privacy Policy and Terms of Service. Further, you expressly grant Proof the right, power, and authority to access, store, and transmit information as reasonably necessary for Proof to provide these services to you. Wavvest does not guarantee or warrant the accuracy, adequacy, reliability, or availability of Proof's services and expressly disclaims liability for any loss or damage arising from the use of these services.

Professional and Affiliate Services

Wavvest may provide certain features or services designed for professional use, including integration with third-party advisors or service providers ("Professional Services"). However, any involvement of third-party or affiliate services in the estate planning process, financial management, or other services facilitated by Wavvest is not required to access our platform or create estate planning documents. Wavvest explicitly disclaims any liability related to such third-party or affiliate use of the Services or their involvement in the user's experience.

Wavvest does not guarantee the quality, accuracy, adequacy, validity, reliability, or completeness of any information provided by or through third-party services, affiliates, or partners. We make no assurances regarding the expertise or qualifications of any third-party entity and expressly deny liability for any losses, damages, or disputes arising from third-party interactions or influence.

You Indemnify Us

You agree to defend, indemnify, and hold harmless Wavvest Technologies LLC, Wavvest Wealth LLC, Wavvest Holdings Inc., their affiliates, and each of their respective employees, contractors, agents, officers, directors, licensors, and managers (collectively, "Wavvest Entities") from and against any and all claims, damages, obligations, losses, liabilities, costs, or debts, and expenses (including but not limited to attorney's fees) arising from or related to:



1. Your Use of the Services: Your use of or access to the Services, including any data or content you transmit, submit, or receive through the Services.
2. Violation of Terms: Your violation of these Terms of Service, including, but not limited to, your breach of any of the representations and warranties set forth herein.
3. Third-Party Rights: Your violation of any third-party right, including, without limitation, any right of privacy, publicity, or intellectual property rights.
4. Violation of Law: Your violation of any applicable law, rule, or regulation of the United States or any other country.
5. Uploaded Content: Any claim or damages arising from content or data uploaded, submitted, or otherwise made available by you through the Services.
6. Unauthorized Access: Any other party's access to and use of the Services with your unique username, password, or other security credentials.

This indemnification obligation will survive the termination of your account and your use of the Services.

No Warranty

THE SERVICES PROVIDED BY WAVVEST TECHNOLOGIES LLC, WAVVEST WEALTH LLC, AND WAVVEST HOLDINGS INC. (COLLECTIVELY, "WAVVEST") ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHER VIOLATIONS OF RIGHTS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WAVVEST OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WAVVEST AND ITS LICENSORS MAKE NO WARRANTY THAT:

1. THE SERVICES WILL MEET YOUR REQUIREMENTS;
2. THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS;
3. THE CONTENT OR INFORMATION PROVIDED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, OR COMPLETE; OR
4. ANY DEFECTS OR ERRORS WILL BE CORRECTED.



WAVVEST DISCLAIMS ALL LIABILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING THE DOWNLOAD OF ANY CONTENT.

FURTHERMORE, WAVVEST DOES NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND WAVVEST WILL NOT BE A PARTY TO OR MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

THIS PARAGRAPH DOES NOT APPLY TO CONSUMERS IN JURISDICTIONS WHERE THE EXCLUSION OF IMPLIED WARRANTIES IS PROHIBITED BY LAW, INCLUDING BUT NOT LIMITED TO CONSUMERS IN NORTH CAROLINA.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WAVVEST TECHNOLOGIES LLC, ITS AFFILIATES, RELATED ENTITIES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR USE OF, OR INABILITY TO USE, THE SERVICES.

UNDER NO CIRCUMSTANCES SHALL WAVVEST TECHNOLOGIES LLC BE RESPONSIBLE FOR DAMAGES RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES, YOUR ACCOUNT, OR INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WAVVEST TECHNOLOGIES LLC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR:

- (I) ERRORS, MISTAKES, OMISSIONS, OR INACCURACIES OF CONTENT;
- (II) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES;
- (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND ANY PERSONAL INFORMATION STORED THEREIN;
- (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES;
- (V) BUGS, VIRUSES, TROJAN HORSES, OR SIMILAR ISSUES TRANSMITTED TO OR THROUGH OUR SERVICES BY THIRD PARTIES;
- (VI) LOSS OR DAMAGE ARISING FROM CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES;



(VII) DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY;
OR

(VIII) DISCLOSURE OF INFORMATION THAT MAY BE DEEMED CONFIDENTIAL BY
YOU OR ANY THIRD PARTY.

IN NO EVENT SHALL WAVVEST TECHNOLOGIES LLC OR ITS AFFILIATES BE
LIABLE FOR CLAIMS, DAMAGES, OR LOSSES EXCEEDING THE AMOUNT YOU
HAVE PAID TO WAVVEST TECHNOLOGIES LLC FOR THE SERVICES. THIS
LIMITATION OF LIABILITY APPLIES TO ALL CLAIMS, WHETHER BASED ON
CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS,
EVEN IF WAVVEST TECHNOLOGIES LLC HAS BEEN ADVISED OF THE
POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS APPLY TO THE
MAXIMUM EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

THIS SECTION DOES NOT APPLY TO RESIDENTS OF NORTH CAROLINA TO THE
EXTENT PROHIBITED BY LAW.

Geography

Wavvest Technologies LLC and its related entities offer services that are directed
exclusively to users in the United States. The Services are controlled and operated from
the United States and are designed to comply with U.S. laws and regulations. Wavvest
makes no representations that the Services are appropriate or available for use in other
locations. Individuals or entities who access or use the Services from jurisdictions
outside the United States do so at their own initiative and are solely responsible for
compliance with all applicable local laws and regulations, including but not limited to
export and import regulations.

You may not use the Services if you are located outside the United States, are a
resident of a country embargoed by the United States, or are otherwise identified on any
U.S. government restricted party list. Unless explicitly stated otherwise, all materials
provided through the Services are intended for individuals, companies, or other entities
residing or operating within the United States.

Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be
transferred or assigned by you. However, they may be transferred or assigned by
Wavvest Technologies LLC and its related entities without restriction.



Controlling Law and Jurisdiction

You agree that: (i) the Services shall be deemed solely based in Illinois; and (ii) the Services shall be deemed passive and do not give rise to personal jurisdiction over Wavvest Technologies LLC or its related entities, either specific or general, in jurisdictions other than Illinois. You expressly agree that your rights and obligations, these Terms of Service, and any disputes shall be governed by and interpreted in accordance with the laws of the State of Illinois, excluding its choice of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Any claim or dispute between you and Wavvest Technologies LLC or its related entities that arises in whole or in part from the Services shall be decided exclusively by a court of competent jurisdiction located in Cook County, Illinois, unless submitted to arbitration in accordance with the Dispute Resolution section of these Terms of Service.

You also acknowledge and agree that you are waiving the right to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Wavvest Technologies LLC otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class or representative proceeding.

Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS—including your right to file a lawsuit in court (by requiring your dispute to be submitted to arbitration) and limiting your rights to resolve your dispute as part of a class.

As detailed herein, these Terms of Service require that any dispute, claim, or controversy (whether in contract, tort, or otherwise) between you and Wavvest Technologies LLC or its related entities that arises out of or relates to the Services, the Site, or these Terms of Service, including but not limited to any claim that all or any part of these Terms of Service are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment, non-payment, or the timing of any administrative or arbitrator fees (collectively, "Disputes") be resolved first through an informal dispute resolution process. If informal resolution fails, all Disputes must be formally resolved through binding arbitration. Binding arbitration means that an arbitrator, not any federal, state, or local court or agency, shall have exclusive authority to resolve such disputes. Consequently, you should read the entirety of this section carefully as it may significantly affect your legal rights.



A. Informal Dispute Resolution Procedure

For any and all Disputes between you and Wavvest Technologies LLC, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement informally and engage in good faith negotiations. Failure to engage in this process could result in the award of fees against you in arbitration.

To initiate informal dispute resolution, the initiating party must first send a written description of the Dispute to the other party. For any Dispute you initiate, you agree to send a written description of the dispute, including the email address(es) associated with your account, to legal@wavvest.com. The written description must provide, at a minimum, the following information: your name, a description of the nature or basis of the claim or dispute, and the specific relief sought. For any Dispute initiated by Wavvest Technologies LLC, we will send our written description of the dispute to the email address associated with your use of the Services.

If the parties' Dispute is not resolved within sixty (60) days after receipt of the written description of the dispute by a party, you and Wavvest Technologies LLC agree to resolve any remaining dispute through the additional dispute resolution provisions set forth below.

Good faith engagement in informal dispute resolution is a prerequisite to initiating a lawsuit or arbitration. Applicable statutes of limitations and filing deadlines will be tolled while the parties engage in this informal process.

If the Dispute involves intellectual property rights or defamation, this informal resolution process does not apply, and either party may pursue relief immediately.

B. Mutual Arbitration Agreement

If informal dispute resolution does not resolve the issue, the Dispute must be settled through binding arbitration administered by an arbitration provider such as the American Arbitration Association ("AAA") or National Arbitration and Mediation ("NAM"), in accordance with their rules and procedures. Any arbitration demand initiated by you must be submitted to legal@wavvest.com and include the email address associated with your account.

The arbitration will be governed by the Federal Arbitration Act ("FAA"). By agreeing to these Terms of Service, you and Wavvest Technologies LLC waive the right to a trial by jury to the maximum extent permitted by law. Arbitration will be the exclusive method for resolving disputes, except as provided in this section.

C. Class Action Waiver

You agree that any arbitration or claim shall be conducted on an individual basis and not as part of a class or representative action. Relief may only be awarded to the individual party. This waiver does not prevent participation in a class-wide settlement of claims.

D. Arbitration Rules

The arbitration will be conducted in accordance with the rules of the chosen arbitration provider (e.g., NAM or AAA). If neither provider is available, the parties may agree to use an alternative provider.

E. Arbitration Location

If the amount in controversy is less than \$10,000, arbitration may proceed based solely on documents submitted to the arbitrator, unless the arbitrator or parties agree otherwise. For disputes exceeding \$10,000, arbitration hearings will presumptively occur via video or telephone conference unless otherwise agreed upon or required by the arbitrator. In-person hearings will be held in a mutually agreed-upon location or determined by the arbitrator.

F. Arbitration Procedure and Rules

The arbitrator has the authority to grant the same relief that would be available in court under applicable law. The arbitrator's decision, including findings and conclusions, will be final and binding. Arbitration proceedings will be confidential.

G. Right to Opt-Out

You have the right to opt out of this Arbitration Agreement within thirty (30) days of first agreeing to these Terms of Service by sending an email to legal@wavvest.com with the subject line, "ARBITRATION OPT-OUT." Opting out will not affect any other terms of these Terms of Service.

H. Changes to Dispute Resolution Terms

Wavvest Technologies LLC reserves the right to update this section. Any material changes will be communicated with 30 days' notice, and continued use of the Services after this period constitutes acceptance of the updated terms.



Tax Advice Disclosure

Wavvest Technologies LLC and its related entities do not provide tax advice of any kind or for any purpose. Any information regarding taxes provided in communication from Wavvest is intended solely for general informational purposes and should not be construed or relied upon as tax advice.

Although Wavvest does not provide tax advice, we are required under Internal Revenue Service Circular 230 to provide the following disclosure:

Any U.S. federal tax information or advice contained in any communication from Wavvest is not intended or written to be used, and cannot be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing, or recommending to another party any transaction or matter addressed therein.

Wavvest offers tools and resources, such as tax calculators, to assist with general financial planning. However, these tools are for informational purposes only and do not constitute tax advice.

We strongly recommend consulting with a qualified tax advisor or accountant for any specific tax advice or assistance related to your individual circumstances.

Financial Advice and Features Disclosure

Wavvest Technologies LLC and Wavvest Wealth LLC are distinct entities operating under Wavvest Holdings Inc., with separate roles and responsibilities. Wavvest Wealth LLC is a Registered Investment Advisor (RIA) that provides financial advice and services to its clients. By contrast, Wavvest Technologies LLC offers the digital platform and tools used to access and manage those services.

Wavvest Technologies LLC does not provide financial advice of any kind or for any purpose. Any financial information or tools provided through the Wavvest Technologies platform are intended solely for educational and informational purposes and should not be construed or relied upon as financial advice.

Wavvest Wealth LLC, as an RIA, provides financial advice to its clients under the terms of its agreements and in compliance with regulatory requirements. However, any financial insights or data offered through third-party integrations on the Wavvest platform (whether accessed via Wavvest Technologies LLC or Wavvest Wealth LLC) are not guaranteed for accuracy, validity, or reliability. For example, the platform may include integrations with third-party services to provide data such as home ownership



valuations, estimated real estate values, or portfolio analytics. Wavvest cannot ensure the accuracy of this information provided by third parties.

Any graphics, summaries, or content presented within the Wavvest platform regarding your financial assets or liabilities are for informational purposes only and may not represent an accurate or complete picture of your finances, financial health, or overall wealth.

We encourage you to consult with a qualified financial advisor or other professional for personalized financial advice tailored to your individual circumstances.

State-Specific Disclosures

Certain states may impose specific requirements or disclosures for services like those provided by Wavvest Technologies LLC and Wavvest Wealth LLC. At this time, we do not offer services or templates explicitly tailored to meet these requirements, including but not limited to watermarked blank document templates for consumers in North Carolina.

If you reside in a state with specific legal or regulatory requirements for financial, tax, or estate planning services, you acknowledge and agree that our Services may not fully satisfy those requirements.

For questions or concerns regarding our compliance with state-specific laws, please contact us at support@wavvest.com, and we will do our best to assist you.

Access to a Deceased Member's Account

Wavvest is committed to maintaining the privacy of its users and safeguarding the information stored within Wavvest Technologies LLC and Wavvest Wealth LLC. In the unfortunate event of a user's death, access to their account will only be granted in accordance with a valid legal document demonstrating your authority to act on behalf of the deceased user (such as letters testamentary, letters of administration, or equivalent court orders).

If you possess such a legal document, please contact our Support Team at support@wavvest.com to initiate the process for gaining access to the deceased user's account.

Notification Procedures

Wavvest may provide notifications to you via email, written or hard copy notice, or through prominent posting on our website or within the Wavvest platform, as determined



by Wavvest in its sole discretion. These notifications may be required by law or pertain to marketing, operational updates, or other business-related purposes.

Wavvest reserves the right to determine the form and means of providing notifications to users. Wavvest is not responsible for any automatic filtering applied by your email service provider or network that may block email notifications sent to the address you provide. To help ensure you receive notifications from us, we recommend adding support@wavvest.com to your email address book.

Our offices are located in Chicago, Illinois.

Severability

This Agreement, along with any amendments and additional agreements you may enter into with Wavvest in connection with the Services, constitutes the entire agreement between you and Wavvest regarding the Services.

If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect.

No waiver of any term or condition of this Agreement shall be construed as a further or continuing waiver of such term or any other term, and Wavvest's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.