

Otis Wealth, Inc.

Terms of Service

Last Updated on October 9, 2020

These Terms of Service (as updated from time to time as set forth herein, these “**Terms**”) set forth the legally binding terms and conditions for use of services provided by Otis Wealth, Inc. (“**we**,” “**us**,” “**our**” or “**Otis Wealth**”), as well as our affiliates and subsidiaries, and our website (the “**Site**”), mobile app and/or other platform(s) (collectively, the “**Services**”) by you and all other users or visitors of the Services (each, a “**user**,” “**you**” or “**your**”). The Services are available for residents of the United States and Canada only in the states or provinces where we or our authorized broker-dealer(s) are registered. PLEASE READ THESE TERMS CAREFULLY AS THEY MAY HAVE CHANGED.

Please be aware that these Terms include, among other things, a binding arbitration provision that requires you to submit to binding and final arbitration on an individual basis to resolve disputes, rather than a jury trial or class action lawsuit.

1. **Acceptance; Privacy Policy.** You must be 18 years or older to use the Services. You acknowledge that, by accessing, registering for and/or using, or continuing to access or use, the Services in any manner, you (a) are at least 18 years old and have the right, authority and capacity to enter into these Terms, either on behalf of yourself or the entity that you represent; (b) agree to and accept these Terms, which also incorporate by reference our [Privacy Policy](#) (the “**Privacy Policy**”), each of which may be updated from time to time without notice to you as further set forth herein or therein; (c) if these Terms have materially changed since you last access or used the Services, acknowledge and agree that your continued access or use of the Services constitutes your acceptance of the these Terms as changed; and (d) consent to receive communications from us electronically, and agree that such electronic communications, notices and/or postings satisfy any legal requirements that such communications be in writing.
2. **DISCLAIMER REGARDING INVESTMENTS AND RELATED CONTENT FOR ALTERNATIVE ASSETS.**
 - a. **Disclaimer.** Nothing contained in the Services, including, without limitation, any Otis Wealth Content (as defined below), constitutes investment, financial, accounting, tax or legal advice or should be considered an offer, solicitation of an offer or advice to buy or sell securities. Any decisions

based on the information contained in the Services are the sole responsibility of the user of the Services. The securities made available through or discussed on the Services, representing interests in various alternative assets, may not be suitable for all investors. Otis Wealth makes no representations that such securities are available to or appropriate for investors or users in all jurisdictions or locations, nor that any investment vehicle is available or suitable for any particular user or purpose. All users accessing the Services do so on their own initiative and are responsible for compliance with applicable local laws and regulations.

- b. General Risks. Investing involves risk, including market risks and macro conditions such as inflation and political and economic risk, and investments may lose value. Before investing, consider your investment objectives, financial resources, experience and risk tolerance and fees related to investing through the Services. Past performance does not guarantee future results. Investment outcomes and projections are hypothetical in nature and cannot be guaranteed. Investing in alternative assets, and in securities representing interests in alternative assets, involves higher risks than traditional investments and may have different financial and/or tax implications.**
- c. By using the Services, you represent and warrant that, with respect to making, or the decision to make, an investment in any security made available on or through the Services:**
 - i. You have read and understand the discussion of risks herein, and are aware of the risks of any investment in alternative assets or securities representing interests in alternative assets;
 - ii. You will use your own judgment before making any decision to invest any amount of money in any security made available through the Services;
 - iii. You are solely responsible for complying with applicable law regarding any transaction, including, without limitation, the determination of whether any investment complies with the terms of local law (whether the law of a U.S. state, or the law of any foreign government with jurisdiction over you);
 - iv. You will obtain professional advice as is appropriate to protect your interests, including any legal, accounting, financial or other relevant advice;
 - v. You understand that Otis Wealth is not acting as an investment advisor or similar in relation to securities made available through the Services,

providing any advice related to such securities and is not, and will not be, in any way responsible for the success or failure of any investments made through the Services; and

vi. You are not relying upon any person or entity other than the underlying issuer of an investment.

3. **License; Accessing the Services.** Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the Services for your personal, noncommercial use. It is a condition of your use of the Services that the information you provide is correct, current, and complete. Your use of the Services is at your own risk. Any rights not expressly granted herein are reserved by the Otis Wealth and its licensors. You are responsible for making all arrangements necessary for you to access the Services. The Services shall include, without limitation, any services, applications, extensions, passes or widgets offered by us that you download or receive from third-party application stores (e.g., the Apple App Store or Google Play), subject to the terms of such stores, or providers authorized by us. To use the Services, you may need and are responsible for having compatible hardware, software (latest version recommended and sometimes required) and internet access (fees may apply, e.g., your carrier's normal rates and fees, such as data charges and text messaging, will still apply). The Services' performance may be affected by these factors. We cannot and do not make any representations or warranties with respect to the devices you use to access or use the Services, including with respect to device compatibility.
4. **No Guarantee of Service.** Although we hope to make the Services available at all times in the future, there may be times when we need to disable the Services either temporarily or permanently. We reserve the right to discontinue, change, suspend, remove and/or disable access to any Service and to impose limits on the use of or access to any Service, in each case at any time and without notice or liability. In no event will we be liable for the discontinuance, modification, suspension or removal of, or disabling of access to, any such Service at any time and/or for any period of time. Also, from time to time, we may restrict access to some parts of the Services, or all Services, to registered users.
5. **Account Registration.** Some or all of the Services, and certain features or functionalities, may require that you register for an account with us. When you do, we may ask you to provide certain registration details, such as your email address or other information about yourself. In the event Otis Wealth provides the option to register for the Services through your account on a third-party platform (such as Facebook or Google), you authorize Otis Wealth to access such account as permitted under the applicable terms and conditions that govern your use of such account (including accessing and

using your account credentials and other information shared from the third-party platform account as authorized by you). All such information is subject to our [Privacy Policy](#). You agree that the information that you provide us about yourself upon registration is true, accurate, current and complete. You may not impersonate someone else to create an account, create or use an account for anyone other than yourself; permit anyone else to use your account; or provide personal information for purposes of account registration other than your own. In order to ensure we can protect and properly administer the Services and our community of users, we have the right to disable or close any user account at any time and for any or no reason.

6. **Account Security.** Once you have an account, you are responsible for all activities that occur in connection with your account. You will treat as confidential your account access credentials and will not disclose such credentials to any third party. You agree to immediately notify us if you have any reason to believe that your account credentials have been compromised or that there is, was, may be or may have been any unauthorized use of your account or password, or any other breach of security. We ask that you use particular caution when accessing your profile from a public or shared computer, or when using your account in a public space, such as a park or cafe or public library, so that others are not able to view or record your access credentials or other personal information.
7. **Prohibited Uses.** You may use the Services only for lawful purposes and in accordance with these Terms. We are under no obligation to enforce the Terms on your behalf against another user. We encourage you to let us know if you believe another user has violated the Terms or otherwise engaged in prohibited or illegal conduct. You agree not to, and will not assist, encourage or enable others to:
 - a. Use the Services:
 - i. For any commercial purpose, except as expressly permitted under these Terms;
 - ii. In a manner that is defamatory, abusive, threatening, offensive, an invasion of a right of privacy of another person or could otherwise be reasonably expected to harm any person or entity;
 - iii. To violate any applicable national, regional, federal, state, local or international law or regulation, or to encourage any such violation or any illegal activity;
 - iv. To create, send, knowingly receive, display, transmit, use or reuse any material which:

1. Infringes any patent, trademark, trade secret, copyright or other intellectual property right(s) of any other person;
 2. Violates, or assists in the violation of, the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations, or that otherwise may be in conflict with these Terms or our [Privacy Policy](#); or
 3. Is likely to deceive or confuse any person;
- v. To violate these Terms or any other rules or policies posted by us on our website or otherwise provided to you;
 - vi. To transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature; or
 - vii. To violate the security of any computer network or crack passwords or security encryption codes;
- b. Reverse engineer, decompile, reverse assemble or perform any other operation on or with the Services that would reveal any source code, trade secrets, know-how or other proprietary information;
 - c. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade or in any way exploit the Services, except as expressly authorized by Otis Wealth;
 - d. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Services or on any materials printed or copied from the Services;
 - e. Record, process, harvest, collect or mine information about other users;
 - f. Access, retrieve or index any portion of the Services for purposes of constructing or populating a searchable database;
 - g. Use any robot, spider or other automatic device, process or means to access the Services for any purpose;
 - h. Remove, circumvent, disable, damage or otherwise interfere with any security-related features or other restrictions of the Services;

- i. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which the Services is stored or any server, computer or database connected to the Services;
- j. Attack the Services via a denial-of-service, distributed denial-of-service or other form of attack; and/or
- k. Otherwise attempt to interfere with the proper working of the Services.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us support@otiswealth.com, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

8. **IP Ownership.** We own the Services and all of our trademarks, logos, branding and any other Content that we create in connection with the Services ("**Otis Wealth Content**"), including, without limitation, current and future proprietary rights of every kind and nature, however denominated throughout the world, registered or unregistered, associated with such Otis Wealth Content and the Services (collectively, "**Otis Wealth IP**"). Except as expressly provided herein, we do not grant you any express or implied rights, and all rights in and to the Otis Wealth IP are retained by us. **We are not responsible or liable to any third party for the content or accuracy of any materials shared by you or any other user through the Services.** You understand that when using the Services, you may be exposed to text, images, photos, audio, video, location data and/or other forms of data or communication ("**Content**") from a variety of sources, and that Otis Wealth is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to such Content. We do not endorse any Content made available through the Services by any user or other licensor, or any opinion, recommendation or advice expressed therein, and we expressly disclaim any and all liability in connection with such Content.
9. **Feedback.** All feedback, comments, requests for technical support and other communications relating to the Services should be directed to support@otiswealth.com. By sending us any ideas, suggestions, documents and/or proposals ("**Feedback**"), you agree that (a) the Feedback does not contain the confidential or proprietary information of third parties; (b) we are under no obligation of confidentiality, express or implied, with respect to the Feedback; (c) we may have something similar to the Feedback already under consideration or in development that is owned by us; and (d) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and/or sublicense the Feedback, and you irrevocably waive, and agree to cause to be waived, against Otis Wealth and its users any claims and assertions of any moral rights contained in such Feedback.

10. **Links to other Sites.** If there are other websites and/or resources linked to on the Services, these links are provided only for the convenience of our users. We have no control over the contents of those websites or resources, and therefore cannot accept responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the privacy policies and/or terms and conditions of use for such websites.

11. **Secondary Trading.**

- a. The Services allow users to trade (buy and sell) certain interests that were originally sold through the Services ("**Secondary Trading**"), which transactions are effected by Dalmore Group, LLC (the "**Broker-Dealer**"), a broker-dealer registered with the Securities and Exchange Commission (the "**SEC**") and member Financial Industry Regulatory Authority, Inc. ("**FINRA**") and Securities Investor Protection Corporation ("**SIPC**"). The Services merely act as a user interface to deliver and display information to investors and the Broker-Dealer. All transfers of cash and/or securities will be performed pursuant to instructions from the Broker-Dealer at your direction.
- b. By participating in Secondary Trading, you acknowledge that (i) all transactions will be executed only by the Broker-Dealer; (ii) Otis Wealth will not execute transactions or receive, transfer or hold funds or securities as an incident of operating Secondary Trading; and (iii) the availability of Secondary Trading may not provide an active market for resales of interests.

12. **NO WARRANTY.** OTIS WEALTH HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY AND/OR FITNESS FOR PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OTIS WEALTH DOES NOT GUARANTEE THE ACCURACY, TIMELINESS, COMPLETENESS OR USEFULNESS OF THE SERVICES OR ANY CONTENT. YOU AGREE TO USE THE SERVICES AT YOUR OWN RISK. OTIS WEALTH DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY OR THROUGH, THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND/OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. WITHOUT LIMITING THE FOREGOING, OTIS WEALTH DISCLAIMS ANY WARRANTIES ARISING FROM TRADE USAGE, COURSE OF

DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OTIS WEALTH OR ITS AUTHORIZED REPRESENTATIVE(S) SHALL CREATE A WARRANTY. IF YOU ARE DISSATISFIED WITH THE SERVICES OR ANY OF THESE TERMS, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

13. **LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE THAT YOUR ACCESS TO AND USE OF THE SERVICES AND ANY RELIANCE UPON EITHER ARE AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OTIS WEALTH OR ANY OF ITS OWNERS, MANAGERS, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION AND/OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT OTIS WEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT NEGLIGENCE OR OTHERWISE) ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE SERVICES. YOU SPECIFICALLY ACKNOWLEDGE THAT DOWNTIME AND COMPUTER VIRUSES ARE RISKS INHERENT IN THE USE OF THE INTERNET AND SOFTWARE PRODUCTS, AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM THESE POSSIBLE HARMS. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT YOU MAY BE DISCLOSING SENSITIVE, PRIVATE AND CONFIDENTIAL INFORMATION ABOUT YOURSELF IN YOUR USE OF THE SERVICES AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR RELEASE OF SUCH CONTENT. IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE GREATER OF (A) THE AMOUNT PAID BY YOU FOR THE SERVICES IN THE SIX (6) MONTHS PRECEDING THE APPLICABLE CLAIM, IF ANY, OR (B) ONE HUNDRED DOLLARS (\$100.00). IT IS THE INTENTION OF YOU AND US THAT THIS PROVISION BE CONSTRUED BY A COURT AS BEING THE BROADEST LIMITATION OF LIABILITY CONSISTENT WITH APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE

FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. **Indemnification.** You agree to indemnify and hold harmless Otis Wealth and its subsidiaries, affiliates and licensors and their respective owners, managers, officers, directors, members, shareholders, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses and/or fees (including reasonable attorneys' fees) resulting from (a) your violation of these Terms; (b) your use or access of the Services; (c) your violation of any third-party right, including, without limitation, any intellectual property right or right of publicity; (d) any claim that your use of the Services caused damage to a third party; or (e) from any decision that you make based on or through, as applicable, the Services, Content or any other investment vehicle made available via the Services.
15. **Governing Law.** These Terms, and the license granted herein, shall be governed by the laws of the State of New York, without respect to its conflict of laws principles. You agree to submit to the personal jurisdiction of the federal and state courts located in New York County, New York. Your use of the Services may also be subject to other local, state, national or international laws.
16. **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM OTIS WEALTH. For any dispute with Otis Wealth, you agree to first contact us at support@otiswealth.com and attempt to resolve the dispute with us informally. In the unlikely event that Otis Wealth has not been able to resolve a dispute after sixty (60) days, we each agree to resolve any claim, dispute or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of, in connection with or relating to these Terms, or the breach or alleged breach hereof (collectively, "**Claims**"), by binding arbitration by JAMS, under the "Optional Expedited Arbitration Procedures" then in effect for JAMS, except as provided herein. JAMS may be contacted using the information provided at <https://www.jamsadr.com/>. The arbitration will be conducted in New York County, New York, unless you and Otis Wealth agree otherwise. If you are using the Services for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and/or arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Services for non-commercial purposes: (a) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (b) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorneys' fees and your reasonable costs for expert and other witnesses; and (c) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not

absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this section shall be deemed as preventing Otis Wealth from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation or violation of our data security, intellectual property rights or other proprietary rights.

17. CLASS ACTION & JURY TRIAL WAIVERS. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND OTIS WEALTH ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

18. Changes to these Terms. We reserve the right to modify these Terms, and to add new or additional terms or conditions on your use of the Services, for any reason, without notice, at any time. Such modifications and additional terms and conditions will be effective immediately and incorporated into these Terms. Your continued use of the Services will be deemed acceptance hereof. We will notify you of material changes by email or posting a notice on our website prior to the effective date of such changes. What constitutes "material changes" will be determined at our sole discretion, in good faith and using common sense and reasonable judgment.

19. Termination. Otis Wealth may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your registration and account, you may do so at any time by contacting us at support@otiswealth.com. Upon any termination, all rights and obligations of the parties shall cease, and you shall immediately cease using the Services, except that (a) all obligations that accrued prior to the effective date of termination, (b) all remedies for breach of these Terms and (c) the provisions of Sections 8, 9, 11-16 and 18-20 shall survive.

20. Payment Terms.

- a. **Dwolla.** In order to use certain payment functionality of our application, you must open a "Dwolla Platform" account provided by Dwolla, Inc. ("Dwolla") and accept

the [Dwolla Terms of Service](#) and [Dwolla Privacy Policy](#). Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the [Dwolla Terms of Service](#). You authorize us to collect and share with Dwolla your personal information, including full name, date of birth, social security number, physical address, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through our application, and Dwolla account notifications will be sent by us, not Dwolla. We will provide customer support for your Dwolla account activity, and can be reached at support@otiswealth.com.

- b. **NCPS.** We may process electronic funds transfers (“**EFTs**”) as a method to receive electronic deposits from users, to purchase and redeem investments and to issue refunds to users. EFTs are processed through automated clearing house (ACH) and Fedwire. EFTs allow you to participate in, by purchasing securities, offerings by our affiliates. In order to use this payment functionality, you authorize us to share your identity and bank account data with North Capital Private Securities (“**NCPS**”), a broker-dealer registered with the SEC and member FINRA and SIPC, and with North Capital Investment Technology (“**NCIT**”) for the purpose of processing your EFTs, and you are responsible for the accuracy and completeness of that data. You understand that you will access and are responsible for managing your bank account data through the Services. You also authorize us, NCPS and NCIT to process EFTs as you direct through the Services. You acknowledge that none of NCPS, NCIT or Otis Wealth will be liable for any loss, expense or cost arising out of EFT services provided through your use of the Services, which EFTs are based on your instruction. NCPS and NCIT are third-party beneficiaries to these Terms.
21. **General Terms.** These Terms constitute the sole and entire agreement between you and Otis Wealth with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services. No waiver of these Terms by Otis Wealth shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of Otis Wealth to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be modified to reflect the parties' intention or eliminated to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with our prior written consent, but may be assigned or transferred by us without restriction. Any attempted

assignment by you shall violate these Terms and be void. The section titles in these Terms are for convenience only and have no legal or contractual effect. You hereby grant Otis Wealth the right to take steps we believe are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms. You agree that we have the right, without liability to you, to disclose any data and/or information to law enforcement authorities, government officials and/or a third party, as we believe is reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms (including, but not limited to, our right to cooperate with any legal process relating to your use of the Services, and/or a third-party claim that your use of the Services is unlawful and/or infringes such third party's rights). In the event of loss or theft of any device on which the Services linked to your account is installed or connected, or you otherwise learn that your account is compromised, you shall notify us immediately by contacting us at support@otiswealth.com.

22. **Contact Us.** We welcome your questions and comments about these Terms. Please contact us via email at support@otiswealth.com.