

Otis Wealth, Inc.

Terms of Service

Last Updated on July 17th , 2019

These Terms of Service (“ **Terms** ”) govern your use of services provided by Otis Wealth, Inc. (“ **we** ”, “ **us** ”, “ **our** ”, or “ **Otis Wealth** ”), including without limitation our website (withotis.com), mobile applications, or other digital products (collectively, the “ **Services** ”). Through the Services, users are able to buy smaller shares of high value alternative assets, such as art, collectibles, real estate and more. These Terms are a binding legal agreement between you or the entity you represent (“ **you** ”) and Otis Wealth. In these Terms, “ **you** ” and “ **your** ” refer to you, a user of the Services. A “ **user** ” is you or anyone who accesses, browses, or in any way uses the Services. The Services are available for residents of the United States and Canada only in the states or provinces where Otis Wealth or its authorized broker-dealers are registered.

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 jury trials or class actions. Please see Section 11, below.

These Terms refer to our [privacy policy](#) (“ **Privacy Policy** ”), incorporated into these Terms by reference, which also applies to your use of the Services and which sets out the terms on which we process any personal data or information we collect from you or that you provide to us.

Please read these Terms carefully, as they may have changed. Though your access and use of the Services is governed by the Terms effective at the time, please note that we may revise and update these Terms from time to time in our discretion. If we make material changes to these Terms, we will notify you by email or by posting a notice on our website prior to the effective date of the changes. These Terms are to ensure that you will use the Services only in the ways in which we intend for it to be used.

By accessing or using the Services:

- (a) **You acknowledge that you have read, understood, and accept these Terms and any additional documents or policies referred to in or incorporated into these Terms;**
- (b) **If these Terms have materially changed since you last access or used the Services, you acknowledge and agree that your continued access or use of the Services constitutes your acceptance of the changed Terms;**
- (c) **You represent and warrant that you are at least 18 years of age and have the right, authority, and capacity to enter into these Terms, either on behalf of yourself or the entity that you represent; and**
- (d) **You consent to receive communications from us electronically, and you agree that such electronic communications, notices, and postings satisfy any legal requirements that such communications be in writing.**

DISCLAIMER REGARDING INVESTMENTS AND RELATED CONTENT FOR ALTERNATIVE ASSETS

Nothing contained in the Services (including any Otis Wealth Content) constitutes investment, financial, accounting, tax or legal advice; nor 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 alternative assets and securi-

ties made available through or discussed on the Services may not be suitable for all investors. Otis Wealth makes no representations that such securitized assets 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 – persons or entities – accessing the Services do so on their own initiative and are responsible for compliance with applicable local laws and regulations.

General Risks – Investing involves risk, including market risks and conditions such as inflation and political and economic environment, and investments may lose value. Before investing, consider your investment objectives, financial resources, experience, risk factors and tolerance and fees related to investing through our Services. Past performance does not guarantee future results. Investment outcomes and projections are hypothetical in nature and cannot be guaranteed. Alternative asset investments involve higher risks than traditional investments, may have different financial or tax implications.

By using the Services, You represent and warrant that:

- You have read and understand the discussion of risks in this Disclaimer section and within the Terms, and you are aware of the risks of any investment in alternative assets;
- You will use your own judgment before making any decision to invest any amount of money in any investment vehicles made available through the Services;
- You will be 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 US state, or the law of any foreign government with jurisdiction over you or any investor);
- You will obtain professional advice as is appropriate to protect your interests, including any legal, accounting, financial or other relevant advice;
- You understand that Otis Wealth is not acting as an investment advisor or in any other capacity in relation to assets made available through the Services, and Otis Wealth is not providing any advice related to such assets or is or will be in any way responsible for the success or failure of your investments made through the Services; and
- You are not relying upon any person or entity, other than the underlying issuer of an investment, in making its investment or decision to invest in any alternative asset made available on the Services.

1. Accessing the Services.

We grant you a personal, limited, revocable, non-exclusive and non-transferable license to access and use the Services subject to the restrictions set out in these Terms. This license is exclusive to you and you may not sublicense the usage of the Services. 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, including the risk related to investments in the alternative assets made available through our marketplace. You are responsible for making all arrangements necessary for you to have access to the Services. We may close your account, suspend your ability to use certain portions of the Services, and/or ban you altogether from the Services for any or no reason, and without notice or liability of any kind. You agree that we will not be liable to you for any unavailability, modification, suspension or discontinuance of the Services. The Services are provided exclusively for personal and noncommercial usage.

2. Account Registration and Account Security.

Some or all of the Services and certain features or functionalities, may require you to register 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.

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 to disclose it 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 if there is 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.

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 reason or for no reason.

3. 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 use the Services :

- For any commercial purpose, except as expressly permitted under these Terms.
- In a manner that is defamatory, abusive, threatening, offensive, is an invasion of a right of privacy of another person or could otherwise be reasonably expected to harm any person or entity.
- To violate any applicable national, regional, federal, state, local, or international law or regulation, or to encourage any such violation or any illegal activity.
- To create, send, knowingly receive, display, transmit, use, or reuse any material which:
 - Infringe any patent, trademark, trade secret, copyright, or other intellectual property rights of any other person;
 - Violate or assists in the violation of legal rights (including the rights of publicity and privacy) of others or contain 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
 - Be likely to deceive or confuse any person.
- Violate these Terms or any other rules or policies posted by us on our website or otherwise provided to you.
- Reverse engineer, reverse compile, reverse assemble or perform any other operation with the Services that would reveal any source code, trade secrets, know-how or other proprietary information.
- 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.

- 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.
- Record, process, harvest, collect, or mine information about other users.
- Access, retrieve, or index any portion of the Services for purposes of constructing or populating a searchable database.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose.
- Use the Services to transmit any computer viruses, worms, defects, Trojan horses, or other items of a destructive nature (collectively, “**Viruses**”).
- Use the Services to violate the security of any computer network, crack passwords or security encryption codes.
- Remove, circumvent, disable, damage, or otherwise interfere with any security-related features or other restrictions of the Services.
- 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.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- 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 help@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.

4. 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 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 and unambiguously 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 all 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.

5. Links to other Sites.

If there are other websites and 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 Terms and conditions of use for such websites.

6. 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. The Services may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability. Keep this in mind as Otis Wealth will not be liable if all or any part of the Services is unavailable at any time, for any period of time. Also, from time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users. 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.

7. Disclaimer of Warranties.

OTIS WEALTH HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. 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. **Limitation of Liability.**

YOU ACKNOWLEDGE THAT YOUR ACCESS TO AND USE OF THE SERVICES AND ANY RELIANCE UPON EITHER IS AT YOUR SOLE RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OTIS WEALTH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES 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 INCLUDING NEGLIGENCE, OR HOWSOEVER OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THE SERVICES. YOU SPECIFICALLY ACKNOWLEDGE THAT DOWN-TIME 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.

IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH ANY OF THESE TERMS, OR FEEL WE HAVE BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. OUR TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING FROM OR RELATING TO THESE TERMS OR USE OF THE SERVICES SHALL NOT EXCEED THE GREATER OF (i) THE AMOUNT PAID BY YOU FOR THE SERVICES IN THE SIX (6) MONTHS PRECEDING THE APPLICABLE CLAIM, IF ANY OR (ii) \$100. 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.

1. Indemnification.

You shall indemnify and hold harmless Otis Wealth, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from (i) your violation of these Terms, (ii) your use or access of the Services, (iii) your violation of any third party right, including without limitation, any intellectual property right or right of publicity, (iv) any claim that your use of the Services caused damage to a third party or (v) from any decisions or investments that you make based on the Services, Content or through any other investment vehicle made available via the Services.

2. **Governing Law.**

This Agreement 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.

3. **Arbitration and Class Action Waiver.**

a. **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 help@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 it has with you after 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 or in connection with or relating to this Agreement, or the breach or alleged breach thereof (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 at 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 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: (i) 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; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) 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.

B. Class Action/Jury Trial Waiver. 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 THIS AGREEMENT, 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

4. **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 Otis Wealth’s 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 the Terms are for convenience only and have no legal or contractual effect.

5. **Contact.**

All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: help@otiswealth.com. By sending us any ideas, suggestions, documents or proposals (“**Feedback**”), you agree that (i) your Feedback does not contain the confidential or proprietary information of third-parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development that is owned by us, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against Otis Wealth and its users any claims and assertions of any moral rights contained in such Feedback.

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Introduction to Electronic Funds Transfers

Otis processes Electronic Funds Transfers (EFTs) as an efficient method to receive electronic deposits from investors, to purchase and redeem investments and to issue refunds to investors. EFTs are processed through the vehicles described below:

- The Automated Clearing House (ACH)
- The Fedwire
- Credit Card

Electronic Funds Transfers Agreement and Disclosure

This Electronic Funds Transfers Agreement and Disclosure (this Agreement) is the contract which covers you and our rights and responsibilities concerning the EFTs services offered to you by Otis. In this Agreement, the words “you,” “your,” and “yours” mean an individual who signs up on the Otis Online Platform (Platform) and utilizes the Platform to participate in offerings (and any authorized users). The words “we,” “us,” and “our” mean Otis Wealth, Inc. EFTs are electronically initiated transfers of money from your bank account or credit card account, which you utilize the Platform to initiate, and which allow you to participate in the Otis offerings. By using any Otis service, you agree to the terms and conditions in this Agreement and any amendments for the EFTs services offered.

In order to use the payment functionality of Otis, you authorize us to share your identity, bank account data and credit card account data with North Capital Private Securities (NCPS), a broker-dealer registered with the Securities and Exchange Commission and the Financial Industry Regulatory Authority, Inc., 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 and credit card account data through the Platform. You also authorize us and NCPS and NCIT to process EFTs as you direct through Otis. You acknowledge that none of NCPS, NCIT or we will be liable for any loss, expense or cost arising out of EFT services provided through your use of Otis, which are based on your instruction; NCPS and NCIT are third party beneficiaries to this Agreement.