

# Terms of Use

## Introduction

Plectrum Accelerate (“Plectrum Accelerate,” “we,” “us,” or “our”) is a mobile application developed and owned by Plectrum Advisers LLC, a registered investment advisor. We welcome you.

We offer an automated investment service using TD Ameritrade (“TD”) as our custodian. Plectrum Accelerate is integrated with TD Ameritrade’s three Application Programming Interfaces: VEO, iRebal, and Docusign. If you choose to become our Client, we will manage a diversified portfolio, primarily through no load, and commission free Index Funds and Exchange-Traded Funds (“ETFs”) on your behalf in a low-cost, efficient manner. Plectrum Accelerate is most effective as a long term investment tool, and liquidating funds in the short term may result in losses depending on the current market. We hope you stay so we can help you achieve your long term investing goals. As such, we recommend investors dedicate at least ten years to Plectrum Accelerate. However, we understand that circumstances change with time and we allow Plectrum Accelerate Clients to terminate their account at any time, there is no minimum time period requirement.

Plectrum Accelerate employs a passive investment philosophy. Rather than making trading decisions based on market conditions or trends, Plectrum Accelerate purchases funds using dollar cost averaging of new client funds to eventually make the average cost per share lower than the average price per share. Plectrum Accelerate purchases funds for each user once per month, if the Client has contributed funds that month.

We provide you access to our website, available at <https://PlectrumAcceleratefinancial-2856857.twentyoverten.com/>

the (“Website”), and our mobile application (the “App” and, collectively with the Website, the “Platform”), subject to the following Terms of Use, which may be updated by us from time to time without notice to you. By accessing the Platform, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Platform.

The sections below titled “Binding Arbitration” and “Class Action Waiver” contain a binding arbitration agreement and class action waiver. They affect your legal rights. Please read them.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

## Description of Platform; Restrictions

We provide Visitors and Clients with access to the Platform as described below.

### Visitors.

Visitors, as the term implies, are people who do not register with us, but want to explore the Platform. No login is required for Visitors. Visitors can: (i) view all publicly-available content on the Platform; and (ii) e-mail us.

### Clients.

Clients are individuals that have created a Plectrum Accelerate account, and subsequently complete a TD account application through the Platform. Once the forms are populated, Plectrum Accelerate displays TD’s Docusign pages and forms for user e-signature. After the Docusign forms are submitted to Plectrum Accelerate, Plectrum Accelerate sends them to TD. Clients select whether to open a Standard Account, a Traditional IRA, or a Roth IRA account. The account created with TD will be governed by its user agreement (“TD

Agreement”). Once the Client’s TD account is approved, he/she may elect to enable TD’s Move Money form to transfer both an initial contribution amount and a monthly amount from his/her checking account to the newly created TD brokerage account. Pursuant to creating a Plectrum Accelerate account, Plectrum Accelerate provides such individuals with investment management services through access to the Platform (the “Services”). Clients can: (i) create, access, manage, and update their own personal accounts on the Platform; and (ii) sign up for alerts and other notifications, as well as all the things that Visitors can do.

Plectrum Accelerate is under no obligation to accept any individual as a Client and may accept or reject any registration in its sole and complete discretion. In addition, Plectrum Accelerate may deactivate or suspend any account at any time, including, without limitation, if it determines that a Client has violated this Agreement. We reserve the right, in our sole and absolute discretion, to deny you access to the Platform, or any portion of the Platform, without notice and without reason. For avoidance of doubt, your access to and use of this Platform shall be governed by this Agreement. Access to the Platform is controlled by the terms and conditions of this Agreement. Clients TD account is controlled by the terms and conditions of the TD Agreement.

Clients will receive monthly statements from TD detailing their holdings. Plectrum Accelerate charges 50 basis points per annum for all user accounts. Accounts are billed quarterly for the fee. Plectrum Accelerate submits fee information to TD and TD debits the Client’s account directly and deposits the proceeds in a Plectrum Accelerate account.

### **Eligibility.**

Plectrum Accelerate is intended solely for individuals who are 18 or older. Any access to or use of the Platform by anyone under 18 is unauthorized, unlicensed, and in violation of these Terms of Use. By accessing or using the Platform, you represent and warrant that you are 18 or older.

## **Community Guidelines**

Our community, like any community, functions best when our users follow a few simple rules. By accessing the Platform, you agree to comply with these community guidelines (the “Community Guidelines”) and that:

- You will comply with all applicable laws in your use of the Platform and will not use the Platform for any unlawful purpose;
- You will not access or use the Platform to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with, or attempt to interrupt the proper operation of, the Platform through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any Content (as defined below), data, files, or passwords related to the Platform through hacking, password or data mining, or any other means;
- You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Platform;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Platform;
- You will not use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Platform 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;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- If you find something that violates our Community Guidelines, please let us know, and we’ll review it.

## **Sign-in Name; Password; Unique Identifiers**

If you wish to register for the Platform you will be prompted to create an account, which may include a sign-in name (“Sign-In Name”), a password (“Password”), and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future (“Unique Identifiers”). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one user. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Platform using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action.

## **Intellectual Property**

The Platform contains material, such as videos, photographs, software, text, graphics, images, sound recordings, and other material provided by or on behalf of Plectrum Accelerate (collectively referred to as the “Content”). The Content may be owned by us or by third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

The trademarks, service marks, and logos of Plectrum Accelerate (the “Plectrum Accelerate Trademarks”) used and displayed on the Platform are registered and unregistered trademarks or service marks of Plectrum Accelerate. Other company, product, and service names located on the Platform may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Plectrum Accelerate Trademarks, the “Trademarks”). Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Plectrum Accelerate Trademarks inures to our benefit.

Elements of the Platform are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

## **No Offers or Reliance; No Investment or Financial Advice**

Visitors should note that no information set forth in areas of the Platform that Visitors have access to (the “Visitor User Areas”) should be construed as investment or financial advice. The Visitor User Areas are limited to the dissemination of general information pertaining to Plectrum Accelerate’s investment-related information. Accordingly, the publication of information on the Visitor User Areas on the Internet should not be construed

by any client and/or prospective client/investor as Plectrum Accelerate's solicitation to effect, or attempt to effect, transactions in securities, or the rendering of personalized investment advice for compensation, over the Internet.

Plectrum Accelerate is neither a law firm nor an accounting firm, and no portion of the Platform should be interpreted as legal, accounting, or tax advice. To the extent that past performance is available through the Platform, past performance is not indicative of future results, and no representation is being made that any investment will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided.

No material available through the Platform shall be used or considered as an offer to sell or a solicitation of any offer to buy the securities or services of any of our affiliated entities. Offers can only be made where lawful under, and in compliance with, applicable law.

Plectrum Accelerate's investments services discussed on the Platform may not be suitable for all investors. Investors should make investment decisions based upon financial objectives and financial resources, and should obtain independent investment and tax advice before deciding to invest. Case studies set forth on the Platform have been selected to exemplify Plectrum Accelerate's investments in different asset classes and/or geographic regions. These investments do not represent all of the investments selected by Plectrum Accelerate with respect to a particular asset class, geographic region, or a particular account. Case studies may be ongoing investments of certain accounts managed by Plectrum Accelerate, and are not intended to be, and should not be construed as, investment advice or a recommendation to purchase or sell any particular security. Case studies or other investments discussed on the Platform ultimately may generate positive returns, and other investments made in these asset classes or geographic regions, but not discussed on the Platform, may generate negative returns, or vice versa. It should not be assumed that investments made for any particular account will match the performance or character of the investments discussed on the Platform, or that the returns of any accounts managed by Plectrum Accelerate will equal the performance of the investments discussed on the Platform. Investors may experience different results.

Plectrum Accelerate utilizes risk methodology to help Clients enjoy the long term benefits of compounding. As such, Plectrum Accelerate requires Clients to take a risk capacity survey. This survey asks Clients to define their timeline, and objective, and asks Registered users to declare their liquid net worth. Based on the Clients responses to the risk survey, they are assigned to one of three model portfolios contained in Plectrum Accelerate: Aggressive (called the Mountain Climber), Moderate (called Distance Runner), and Conservative (called Ocean Liner). Clients' money is invested in different types of investments involving varying degrees of risk. There can be no assurance that the future performance of any specific investment or investment strategy (including those undertaken or recommended by Plectrum Accelerate), will be profitable or equal any historical performance levels.

The model portfolio Clients are assigned to does not guarantee a certain level of risk, nor does it assure investments will be profitable. Plectrum Accelerate's model portfolios exist only to differentiate specific ratios that conform to standard industry practices for long term investing. The portfolio designation will contain a mixture of asset categories like Large Cap Growth, Large Cap Value, Small Cap Growth, Small Cap Value, Foreign Large Cap Growth, Foreign Large Cap Value, Foreign Small Cap Growth, Foreign Small Cap Value, Emerging Markets, etc. Each portfolio contains target percentages of each asset category. Plectrum Accelerate uses an algorithm that allocates these percentages to Clients' initial contribution amount, and allocates monthly investments in a manner consistent with the portfolio target percentages. All accounts are rebalanced quarterly.

**No Inside Information; No Guaranteed Results**

Plectrum Accelerate obtains information from a wide variety of publicly-available sources. Plectrum Accelerate does not have, nor does it claim to have, sources of inside or private information. The recommendations developed by Plectrum Accelerate in connection with its services are based upon the professional judgment of Plectrum Accelerate, and Plectrum Accelerate cannot and does not guarantee the results of any recommendations.

### **Forward-Looking Statements**

The Platform contains certain “forward-looking statements,” which may be identified by the use of such words as “believe,” “expect,” “anticipate,” “should,” “planned,” “estimated,” “potential,” and other similar terms. Examples of forward-looking statements include, but are not limited to, estimates with respect to financial condition, results of operations, and the success or lack of success of Plectrum Accelerate’s investment process or strategy. All are subject to various factors, including, but not limited to, general and local economic conditions, changing levels of competition within certain industries and markets, changes in interest rates, changes in legislation or regulation, and other economic, competitive, governmental, regulatory, and technological factors affecting Plectrum Accelerate’s operations that could cause actual results to differ materially from projected results.

### **Rankings and Rating Services**

Rankings and/or recognition by unaffiliated rating services and/or publications should not be construed by a Client as a guarantee that he/she will experience a certain level of results if Plectrum Accelerate is engaged, or continues to be engaged, to provide investment services, nor should they be construed as current or past endorsements of Plectrum Accelerate by any of its Clients. Rankings published by magazines and others generally base their selections exclusively on information prepared and/or submitted by the recognized adviser. Moreover, with regard to any performance information contained on the Platform, directly or indirectly, users should note that past results are not indicative of future results.

### **Communications with and Submissions to Us**

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, ratings, feedback, questions, comments, suggestions, and the like, we shall be free to use any ratings data, ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

### **No Warranties; Limitation of Liability**

You acknowledge that Plectrum Accelerate does not represent or warrant that the content and any other data or information provided through the platform will be accurate or complete.

You also acknowledge that the platform may contain bugs, errors, and other problems that could cause system failures. Consequently, the platform and the content are provided “as is” and “as available” without any warranties of any kind, including that the platform or content will operate error-free or that the platform, its servers, or the content are free of computer viruses or similar contamination or destructive features.

We disclaim all warranties, including, but not limited to, warranties of title, merchantability, non-infringement of third parties’ rights, and fitness for particular purpose and any warranties arising from a course of dealing, course of performance, or usage of trade.

In connection with any warranty, contract, or common law tort claims: (i) we and our licensors shall not be liable for any incidental or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use or inability to access and use the platform or the content, even if we have been advised of the possibility of such damages; and (ii) any direct damages that you may suffer as a result of your use of the platform or the content shall be limited to the total fees that you have paid to us within the six (6) months immediately preceding the events giving rise to any claim.

Some jurisdictions do not allow the exclusion of certain warranties. Therefore, some of the above limitations on warranties in this section may not apply to you.

Nothing in these terms of use shall affect any non-waivable statutory rights that apply to you.

### **External Sites**

The Platform may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

### **Indemnification**

You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, licensors, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your misuse of the Content or the Platform; and/or (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

### **Compliance with Applicable Laws**

We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Platform or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

### **Termination of the Agreement**

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Platform, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Platform at any time without prior notice or

liability.

### **Controlling Law**

This Agreement and any action related thereto will be governed by the laws of the **State of New York** without regard to its conflict of laws provisions.

### **Binding Arbitration**

In the event of a dispute arising under or relating to this Agreement, the Content, or the Platform (each, a “Dispute”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. **If either party chooses arbitration, neither party shall have the right to litigate such claim in court or to have a jury trial, except either party may bring its claim in its local small claims court, if permitted by that small claims court rules and if within such court’s jurisdiction. Arbitration is different from court, and discovery and appeal rights may also be limited in arbitration.** All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by **JAMS** pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to **JAMS’ Streamlined Arbitration Rules and Procedures**. All applicable **JAMS’** rules and procedures are available at the **JAMS website [www.jamsadr.com](http://www.jamsadr.com)**. Each party will be responsible for paying any **JAMS** filing, administrative, and arbitrator fees in accordance with **JAMS** rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

### **Class Action Waiver**

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. You agree that you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

### **Equitable Relief**

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that

is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the **federal and state courts in the State of New York, Borough of Manhattan** for purposes of any such action by us.

### **Downloading the App from the App Store**

The following terms apply when you download the App from Apple's App Store. These terms are in addition to all other terms contained in the Agreement.

- You acknowledge and agree that (i) the Agreement is concluded between you and Plectrum Accelerate only, and not Apple; and (ii) Plectrum Accelerate, not Apple, is solely responsible for the App and content thereof. Your use of the App must comply with the App Store Terms of Service.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. As between Plectrum Accelerate and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Plectrum Accelerate.
- You acknowledge that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, as between Plectrum Accelerate and Apple, Plectrum Accelerate, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by the Agreement.
- You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App against you as a third-party beneficiary thereof.

### **Miscellaneous**

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

### **Questions**

This document constitutes Plectrum Accelerate's complete Terms of Use.

If you have questions about these Terms of Use or about Plectrum Accelerate or content thereon, please contact Plectrum Accelerate at [tom@plectrumadvisers.com](mailto:tom@plectrumadvisers.com).

You can also contact Plectrum Accelerate by phone at 818.679.2891 or via physical mail at:

**Plectrum Accelerate**  
1608 East Altadena Drive  
Altadena, CA 91001