

# BITS OF STOCK TERMS

**CREDIT UNION ONE OF  
OKLAHOMA**  
**REVISION DATE : 6-30-2025**

Bits of Stock, an Emcee Invest, Inc. company ("Bits of Stock," "we," "us," or "our") welcomes you. We invite you to access and use our website, mobile applications, and services (collectively, the "Platform") subject to the following General Terms & Conditions (the "Terms"), which may be updated by us from time to time without notice to you.

These Terms govern your access to and use of our investment accounts and brokerage services, stock rewards program, all related features and services, and any services accessed through our financial institution partners.

By accessing or using the Platform, you agree to be bound by (i) these Terms; (ii) our Privacy Policy; (iii) the Investment Advisory Agreement (if you open an investment account); and (iv) all other applicable rules, policies, and terms incorporated by reference.

The Investment Advisory Agreement contains additional terms specific to investment advisory services. In the event of any conflict between these Terms and the Investment Advisory Agreement regarding investment advisory services, the Investment Advisory Agreement will control.

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.

## **ARTICLE I. DEFINITIONS** - Capitalized terms used in these Terms have the following meanings:

1.1. "Customer" means any individual who accesses or uses the Platform, whether directly through Bits of Stock, through a Financial Institution Partner, or through a Third-Party Program Provider.

1.2. "Financial Institution Partner" means any bank, credit union, or other financial institution that has partnered with Bits of Stock to provide access to the Platform.

1.3. "Investment Account" means a brokerage account opened and maintained by Customer through Bits of Stock and its clearing partner, Velox Clearing LLC.

1.4. "Platform" means our website, mobile applications, and services.

1.5. "Qualified Payment Methods" means linked credit cards, linked debit cards, linked checking accounts, linked savings accounts, and other eligible banking accounts or payment methods. What constitutes a Qualified Payment Method is subject to change at Bits of Stock's sole discretion. Linked accounts must be in the same name as the Investment Account holder.

1.6. "Qualified Purchases" means purchases of goods and services using a Qualified Payment Method. Exclusions include cash advances, balance transfers, money orders, peer-to-peer payments, cryptocurrency purchases, gambling or betting transactions, foreign transactions (unless otherwise specified), and other transactions as determined by Bits of Stock. Qualifying purchases are subject to verification and may be reversed for returns or disputes.

1.7. "Third-Party Program Provider" or "Provider" means any company, platform, or service (other than a Financial Institution Partner) that has partnered with Bits of Stock to offer access to the Platform through their digital platform or service.

1.8. "Digital Banking Provider" means the technology platform or service provider that powers a Financial Institution Partner's digital banking services through which the Platform may be accessed.

## **ARTICLE II. ELIGIBILITY**

2.1. Eligibility Requirements. To access and use the Platform, you must: (i) be 18 years of age or older; (ii) reside in the United States; (iii) have a valid U.S. residential address; (iv) have a valid U.S.-based, non-VoIP mobile phone number; and (v) maintain an account in good standing with a Financial Institution Partner (if accessing through a partner).

2.2. Age of Majority. If you are 18 years of age or older but under the age of majority in your jurisdiction, you must review these Terms with your parent or guardian to ensure both you and your parent or guardian understand them.

2.3. Account Types. For information about investment account types, including joint accounts, Custodial accounts, and beneficiary designations, please refer to the Investment Advisory Agreement.

2.4. Discretionary Rights. We reserve the right, in our sole and absolute discretion, to: (i) deny you access to the Platform or any portion thereof; (ii) restrict or terminate your access to certain features; (iii) close your account; or (iv) take any other actions we deem necessary. We may take these actions at any time, without notice, and for any reason or no reason.

## **ARTICLE III. ACCOUNT OPENING AND PLATFORM FEATURES**

### **3.1. Account Creation.**

3.1.1. Required Information. To create a Platform account, you must provide: (i) your name; (ii) valid email address; (iii) valid phone number; (iv) maybe a password; and (v) additional authentication and other background information as required.

3.1.2. Digital Banking Platform Access. If you are accessing the Platform through a Financial Institution Partner: (i) you must have an active account with the Financial Institution Partner; (ii) you may access the Platform through the partner's digital banking interface; (iii) your access may be subject to the partner's authentication methods; (iv) single sign-on (SSO) may be available through your partner's platform; and (v) your access may be terminated if you close your partner account.

3.1.3. **Provider Platform Access.** If you are accessing the Platform through a Third-Party Program Provider: (i) you must have an active eligible account with a Financial Institution; (ii) you will have direct access to the Provider's platform or single sign-on (SSO) may be available to the Provider's platform through your Financial Institution's digital banking platform; (iii) your access may be subject to the Provider's authentication methods; and (iv) your access to the Platform may be terminated if you close your Financial Institution account.

3.1.4. **Account Usage and Security.** A Platform account may be accessed by a single individual or multiple authorized users in the case of joint accounts. For joint accounts: (i) each account holder will have separate login credentials; (ii) both account holders have full access to account features; (iii) account holders share responsibility for account security and activity; and (iv) joint account features and access may vary based on your Financial Institution Partner.

3.1.5. **Security Responsibilities.** Regardless of account type, each account holder is responsible for: (i) maintaining the confidentiality of their login information; (ii) all activities that occur under their credentials; (iii) notifying us immediately of any unauthorized use; and (iv) keeping their account information current and accurate.

### 3.2. Linking Financial Accounts.

3.2.1. **Eligible Accounts.** You may link financial accounts to use certain Platform features, including: (i) bank accounts; (ii) credit cards; (iii) debit cards; and (iv) other eligible payment methods. Your Financial Institution Partner and its digital banking provider may share data from your financial accounts to use the Platform.

3.2.2. **Account Requirements.** The following requirements apply to linked accounts: (i) all linked accounts must be in your name; (ii) joint accounts may only be linked if you are one of the account holders; (iii) you may not link accounts belonging to others; (iv) you must have authority to use any account you link; and (v) we may verify account ownership at any time.

3.2.3. **Data Sharing Authorization.** By accessing the Platform through a Financial Institution Partner, Digital Banking Provider, or Third-Party Program Provider, you understand and agree that:

(a) **Enrollment Data.** Your Financial Institution Partner, Digital Banking Provider, or Third-Party Program Provider may share the following information with us to facilitate your enrollment and use of the Platform: (i) your name, address, and contact information; (ii) your Social Security Number or Tax Identification Number; (iii) your date of birth; (iv) account verification information; and (v) other information necessary for regulatory compliance and account setup. This data sharing may occur automatically as part of the enrollment process based on your relationship with your Financial Institution Partner, Digital Banking Provider, or Third-Party Program Provider.

(b) **Transaction Data.** You authorize us and our affiliates, through the use of third-party monitoring services, to: (i) monitor transactions from your linked payment methods to identify qualifying purchases for cash-back rewards; (ii) access historical transaction data to provide personalized offers and recommendations; (iii) use transaction data to facilitate investment features such as round-ups; and (iv) analyze spending patterns to enhance Platform features and services.

(c) **Ongoing Data Access.** You acknowledge that: (i) data sharing is essential for Platform functionality; (ii) your Financial Institution Partner, Digital Banking Provider, or Third-Party Program Provider may have separate agreements governing data sharing; (iii) you should review all applicable privacy policies; and (iv) data sharing will continue until you terminate your access to the Platform or close your qualifying accounts.

### 3.3. Platform Features and Stock Rewards.

3.3.1. **Available Features.** The Platform offers various features including, but not limited to: (i) investment accounts with trading capabilities; (ii) stock rewards programs; (iii) round-ups on transactions to facilitate certain trading capabilities; (iv) educational resources; (v) research tools; (vi) family account options; and (vii) additional features as made available.

3.3.2. **Feature Requirements and Access.** Features may vary by account tier (Tier 1, 2, or 3). Some features require explicit opt-in through the Platform, while certain features may be automatically enabled based on your tier. Features may require additional verification or documentation, and some features may be provided by third-party vendors.

3.3.3. **Feature Changes.** We may make changes to Platform features by: (i) adding new features or functionality; (ii) modifying existing features; (iii) removing or discontinuing features; (iv) changing feature requirements or eligibility; and (v) updating terms or pricing. We will use commercially reasonable efforts to notify you in a reasonably timely manner of any such changes through Platform notifications, email communications, partner communications, website updates, or other reasonable methods.

### 3.4. Trading Windows and Execution.

3.4.1. **Order Submission and Timing.** For Stock Rewards and other securities transactions: (i) orders are typically processed during market hours on each trading day; (ii) different transaction types (rewards, round-ups, direct investments, recurring investments) may be processed at different times during market hours; (iii) round-ups may be processed at market open or upon receipt of funds; (iv) we may change trading windows at our discretion without notice; (v) orders received after cutoff will be processed the next trading day; and (vi) trading may be suspended on market holidays or during market disruptions.

3.4.2. **Settlement and Allocation.** Securities transactions are subject to the following: (i) securities are allocated after trade settlement (typically T+1); (ii) securities may be shown to the Customer before settlement; (iii) fractional shares are allocated up to six decimal places; (iv) residual cash remains as buying power in your account; and (v) dividends are automatically processed and deposited into your account.

### 3.5. Program Requirements and Limitations.

3.5.1. **Reward Thresholds.** Your Financial Institution Partner may establish minimum thresholds ("Thresholds") for: (i) Stock Rewards redemptions; (ii) round-up investments; and (iii) other reward types. Thresholds will be displayed in the Platform. Rewards below the Threshold remain pending until the Threshold is met. Multiple pending rewards may be combined to meet the Threshold.

3.5.2. **Additional Terms.** The following additional terms apply: (i) all rewards and features are subject to your tier's terms; (ii) tax implications may apply to rewards and dividends; (iii) account closure may result in forfeiture of unredeemed rewards; (iv) we may cancel rewards obtained through fraudulent activity; (v) additional fees may

apply based on your selected tier and features; (vi) rewards are subject to expire based on your financial institution's program terms and conditions; and (vii) rewards may be subject to a monthly cap based on your financial institution's program terms and conditions.

#### **ARTICLE IV. RISKS AND DISCLAIMERS**

4.1. Platform Risks and Disclaimers. The Platform and all related services are provided "as is" and "as available." You understand and acknowledge:

4.1.1. Technology and Access Risks. Service interruptions may occur, features may be modified or discontinued, technical problems may prevent access, data transmission delays or failures may occur, mobile functionality may vary by device, system maintenance may cause downtime, and cybersecurity incidents could affect service.

4.1.2. Third Party Service Risks. Partner services may have separate terms, third party interruptions may affect service, access to partner features may change, rewards programs may be modified, and integration issues may affect Platform functionality.

4.2. Investment-Related Risks. WHILE DETAILED INVESTMENT RISKS ARE COVERED IN THE INVESTMENT ADVISORY AGREEMENT, PART 2A to OUR FORM ADV, AND VELOX CLEARING AGREEMENT, YOU UNDERSTAND AND ACKNOWLEDGE:

4.2.1. General Investment Risks. Securities investments involve risk of loss, past performance does not guarantee future results, market volatility can affect investment value, stock rewards may fluctuate in value, fractional shares may have limited liquidity, and investment returns are not guaranteed.

4.2.2. Additional Information. For complete information about investment risks, you should: (i) review the Investment Advisory Agreement and PART 2A to our FORM ADV; (ii) read the Velox Clearing Agreement; (iii) consider all risk disclosures before investing; and (iv) consult with financial advisors as needed.

4.3. No Investment Recommendations. YOU ACKNOWLEDGE THAT: (i) we do not make investment recommendations; (ii) any investment advice we do provide is non-discretionary, meaning that we do not have the authority to decide which securities to purchase and sell for you; (iii) we do not provide tax, legal, or accounting advice; (iv) investment decisions are made solely by you at your explicit direction; (v) stock reward selections are not investment Recommendations; and (vi) educational materials are not personalized advice; and (vii) any monies invested in the Program at your discretion may be subject to total loss.

4.4. General Disclaimers and Limitations. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING: (i) Platform availability or reliability; (ii) accuracy of information; (iii) investment success or returns; (iv) suitability for any purpose; (v) freedom from harmful code; or (vi) device compatibility.

4.5. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW: (i) service interruption liability is limited; (ii) consequential damages are disclaimed; (iii) direct damages are capped per applicable law; and (iv) force majeure events excuse performance.

#### **ARTICLE V. USER OBLIGATIONS AND RESTRICTIONS**

5.1. Required Notifications. You must immediately notify us if you: (i) discover any unauthorized account access; (ii) suspect security compromise; (iii) change your contact information or any other material changes to the information you provided to us; (iv) no longer meet eligibility requirements; (v) become subject to backup withholding; or (vi) are planning to close your Financial Institution eligible account.

5.2. Platform Use Restrictions. When using the Platform, you agree NOT to: (i) use it for any unlawful purpose; (ii) violate any applicable laws or regulations; (iii) impersonate any person or entity; (iv) submit false or misleading information; (v) attempt to reverse engineer the Platform; (vi) interfere with Platform security features; (vii) use automated means to access the Platform; (viii) conduct competitive analysis or monitoring; (ix) overload Platform infrastructure; or (x) attempt unauthorized access.

5.3. Account Security Obligations. You are responsible for: (i) maintaining strong password security; (ii) keeping access credentials confidential; (iii) logging out of active sessions; (iv) using secure internet connections; (v) installing security updates; (vi) reporting suspicious activity; and (vii) maintaining device security. These obligations are required if you are accessing the Platform directly, through your Financial Institution's platform, or through a Provider's platform.

5.4. Platform Access. You acknowledge that: (i) access may be monitored for security; (ii) suspicious activity may trigger restrictions; (iii) maintenance may affect availability; (iv) we may suspend access if we suspect violations; and (v) partners may restrict access based on their terms.

#### **ARTICLE VI. INTELLECTUAL PROPERTY RIGHTS**

6.1. Platform Ownership. The Platform, including all content, features, and functionality, is owned by: (i) Bits of Stock; (ii) our licensors; (iii) our Financial Institution Partners (their respective content); and (iv) Providers (their respective content). All rights are reserved under United States and international laws.

6.2. Licensed Rights. We grant you a limited, non-exclusive, non-transferable right to: (i) access and use the Platform for personal use; (ii) view content through authorized interfaces; and (iii) use features as intended and permitted. This license is conditioned on your compliance with these Terms.

6.3. Restrictions. You may not: (i) copy, modify, or create derivative works; (ii) reverse engineer the Platform; (iii) remove copyright or trademark notices; (iv) use content for commercial purposes; (v) transfer your access rights; (vi) display content on other websites; or (vii) use Platform elements in other services.

6.4. Trademarks and Branding. Protected marks include: (i) Bits of Stock trademarks; (ii) partner institution marks; (iii) third-party service marks; and (iv) associated logos and designs. Use of any marks requires prior written permission.

6.5. Content Ownership. You understand that: (i) all Platform content is protected; (ii) partner content remains partner property; (iii) third-party content is owned by providers; (iv) user-generated content rules are separate; and (v) educational materials are proprietary. 6.6. Enforcement. We reserve the right to: (i) enforce our intellectual property rights; (ii) remove infringing content; (iii) terminate access for violations; and (iv) take legal action if necessary.

## **ARTICLE VII. FEEDBACK AND COMMUNICATIONS**

7.1. Feedback Submission. We welcome your feedback about the Platform. By submitting feedback, you understand: (i) all feedback becomes our property; (ii) we may use feedback without compensation; (iii) feedback should not include confidential information; (iv) we are not obligated to review or implement feedback; and (v) similar features may already be in development.

7.2. Communication Channels. Feedback and communications should be submitted through: (i) Platform feedback forms; (ii) designated support channels; (iii) official social media accounts; (iv) authorized partner channels; or (v) other specified methods.

7.3. Content Guidelines. When providing feedback, do not submit: (i) confidential information; (ii) personal financial data; (iii) account credentials; (iv) third-party proprietary information; or (v) sensitive personal information.

7.4. Usage Rights. By submitting feedback, you grant us: (i) perpetual, worldwide rights to use; (ii) right to modify and incorporate; (iii) right to share with partners; (iv) right to implement without credit; and (v) no right to compensation.

7.5. Partner Feedback. For partner-specific features: (i) direct feedback to appropriate partner; (ii) follow partner communication guidelines; (iii) understand shared feedback policies; and (iv) respect partner confidentiality.

## **ARTICLE VIII. WARRANTIES AND LIABILITY**

8.1. Incorporation by Reference. This Article incorporates and supplements the warranties and liability limitations detailed in Article IV (Risks and Disclaimers).

8.2. Additional Warranty Disclaimers. IN ADDITION TO THE DISCLAIMERS IN ARTICLE IV, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW: (i) no warranty of any kind is made regarding third-party services; (ii) partner services carry their own warranties and limitations; and (iii) state-specific warranties may apply (see below).

8.3. State-Specific Provisions. Some jurisdictions, including the State of New Jersey, do not allow the exclusion of certain warranties or certain limitations of liability. Therefore, some of the above limitations and disclaimers may not apply to you.

8.4. Non-Waivable Rights. Nothing in these Terms shall affect any non-waivable statutory rights that apply to you.

## **ARTICLE IX. EXTERNAL SITES AND SERVICES**

9.1. External Links. The Platform may contain links to: (i) third-party websites; (ii) partner institutions; (iii) educational resources; (iv) market data providers; and (v) other external content.

9.2. No Endorsement. Links are provided for convenience only. We: (i) do not endorse external content; (ii) do not control external sites; (iii) cannot verify external accuracy; (iv) do not monitor external changes; and (v) make no representations about external content.

9.3. Your Responsibility. When accessing external sites, you: (i) accept their terms of use; (ii) follow their privacy policies; (iii) assume all associated risks; (iv) are subject to their security measures; and (v) should verify their legitimacy.

9.4. Partner Sites. For Financial Institution Partner sites: (i) separate terms may apply; (ii) different security measures exist; (iii) independent privacy policies govern; (iv) partner features may vary; and (v) partner support may be required.

9.5. Security. When leaving our Platform: (i) use caution downloading files; (ii) verify site authenticity; (iii) protect your credentials; (iv) report suspicious activity; and (v) follow security best practices.

## **ARTICLE X. INDEMNIFICATION**

10.1. Your Agreement to Indemnify. You agree to indemnify, defend, and hold harmless Bits of Stock, our Financial Institution Partners, our affiliates and licensors, our respective officers, directors, and employees, and our agents and representatives (collectively, "Indemnified Parties") from any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising from or relating to: (i) your use of the Platform; (ii) violation of these Terms; (iii) violation of applicable laws; (iv) your content or submissions; (v) unauthorized account access; (vi) your interactions with third parties; or (vii) your breach of any agreement.

10.2. Cooperation. For any indemnified claim, you agree to: (i) promptly notify us of claims; (ii) allow us to control the defense; (iii) cooperate in the defense; (iv) not settle without our consent; and (v) reimburse reasonable expenses.

10.3. Right to Assume Defense. We reserve the right to: (i) assume exclusive defense; (ii) control any settlement; (iii) choose legal representation; (iv) require your cooperation; and (v) seek reimbursement of costs.

10.4. Survival. These indemnification obligations: (i) survive termination; (ii) continue after account closure; (iii) apply to all future claims; and (iv) cover all related services.

## **ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS**

11.1. Geographic Restrictions. (i) Platform is intended for U.S. residents only; (ii) access from outside U.S. is at user's risk; (iii) we make no claims about international appropriateness; and (iv) local laws may restrict or prohibit use.

11.2. Regulatory Compliance. You agree to comply with all applicable: (i) federal securities laws; (ii) banking regulations; (iii) state regulations; (iv) tax requirements; (v) data privacy laws; (vi) consumer protection laws; and (vii) anti-money laundering laws.

11.3. Prohibited Users. You may not use the Platform if you are: (i) subject to U.S. sanctions; (ii) located in prohibited jurisdictions; (iii) barred by applicable laws; (iv) on government watchlists; or (v) otherwise restricted by regulations.

11.4. Tax Obligations. You acknowledge: (i) responsibility for tax reporting; (ii) obligation to provide accurate information; (iii) requirement to update tax status; (iv) compliance with backup withholding; and (v) duty to consult tax advisors.

11.5. Regulatory Updates. We may modify services to comply with: (i) new regulations; (ii) legal requirements; (iii) regulatory guidance; (iv) court orders; and (v) government requests.

## **ARTICLE XII. ELECTRONIC COMMUNICATIONS AND RECORDINGS**

12.1. Electronic Delivery Consent. You consent to receive electronically: (i) account statements; (ii) transaction confirmations; (iii) legal notices and disclosures; (iv) Platform updates; (v) marketing communications (including promotional offers, product updates, newsletters, and any other marketing materials); (vi) service notifications; and (vii) tax documents.

12.2. Communication Methods. We may communicate through: (i) Platform notifications; (ii) email; (iii) text messages (with consent); (iv) mobile app alerts; (v) partner platform notices; and (vi) other electronic methods.

12.3. Technical Requirements. To receive electronic communications, you must maintain: (i) valid email address; (ii) internet access; (iii) mobile device access (for app features); (iv) ability to download and store documents; and (v) PDF reader software.

12.4. Communication Recording. You understand and agree that: (i) we may record communications; (ii) calls may be monitored; (iii) chat sessions may be logged; (iv) support interactions may be documented; and (v) recordings may be used for quality assurance, training purposes, legal compliance, and dispute resolution.

12.5. Withdrawal of Consent. You may withdraw consent to: (i) electronic delivery; (ii) text messages; and (iii) marketing communications. However, withdrawal of certain consents may: (i) limit Platform functionality; (ii) restrict service access; and (iii) affect account features.

## **ARTICLE XIII. MODIFICATIONS AND TERMINATION**

13.1. Platform Modifications. We reserve the right to: (i) modify the Platform; (ii) update features and functionality; (iii) change service offerings; (iv) alter program terms; and (v) discontinue any service. For pricing structure changes: (i) we will provide at least 30 days' advance notice; (ii) notice will be delivered through Platform notification and email; (iii) you will have the right to opt out of such changes by terminating your account; (iv) if you do not opt out before the effective date, your continued use constitutes acceptance; and (v) certain changes may affect your access to features or services. This pricing change notification requirement applies to programs that are not made available to you through Providers.

13.2. Agreement Modifications. We may modify these Terms: (i) at any time; (ii) by posting an updated version; (iii) through Platform notification; and (iv) via email notification. Your continued use after changes constitutes acceptance.

13.3. Termination by Us. We may terminate or suspend your access: (i) for any violation of Terms; (ii) for suspicious activity; (iii) to comply with regulations; (iv) at partner institution request; (v) for business purposes; or (vi) without cause or notice.

13.4. Termination by You. You may terminate: (i) by closing your account; (ii) by written notice to us; (iii) through partner or Provider platforms; (iv) subject to existing obligations; and (v) after settling pending transactions.

13.5. Effect of Termination. Upon termination: (i) access rights end immediately; (ii) pending transactions may complete; (iii) fees (if applicable) may still be due; (iv) records are maintained as required; and (v) Terms that survive continue.

## **ARTICLE XIV. ACCOUNT CLOSURE**

14.1. Account Closure Events. Your account(s) may be closed: (i) at your request; (ii) upon termination of your Financial Institution Partner relationship; (iii) upon the closing of your Financial Institution eligible account where Platform access was made available to you through a Provider; (iv) due to inactivity; (v) for violations of these Terms; or (vi) as required by law or regulation.

14.2. Financial Institution Relationship and Account Closure. If you end your relationship with your Financial Institution Partner or upon closing of your Financial Institution eligible account:

14.2.1. Account Closure Effects. We will: (i) close your Investment Account; (ii) liquidate any securities in the account (subject to settlement times); (iii) transfer proceeds to your linked bank account; (iv) process final statements; and (v) terminate Platform access.

14.2.2. Timing and Process. Account closure processing: (i) begins upon notification from partner; (ii) may take 5-7 business days; (iii) requires settlement of all transactions; (iv) includes final tax reporting; and (v) cannot be reversed once initiated.

14.2.3. Your Responsibilities. During closure, you must: (i) ensure linked bank account is active; (ii) update contact information if needed; (iii) download necessary documents; (iv) address any negative balances; and (v) respond to information requests.

14.3. Inactive Accounts. Accounts may be deemed inactive if: (i) no login for 12 months; (ii) no transactions for specified period; (iii) undeliverable communications; (iv) partner reports inactivity; or (v) regulatory requirements mandate.

14.4. Post-Closure. After account closure: (i) tax documents remain available as required; (ii) transaction history is maintained per regulations; (iii) no new transactions are permitted; (iv) rewards may be forfeited; and (v) reopening requires new application.

## **ARTICLE XV. DISPUTE RESOLUTION**

15.1. Informal Resolution. Before formal proceedings: (i) contact customer support; (ii) provide written notice of dispute; (iii) allow 30 days for response; (iv) participate in good faith discussions; and (v) consider mediation if offered.

15.2. **BINDING ARBITRATION.** ANY DISPUTE ARISING FROM OR RELATING TO THESE TERMS OR THE PLATFORM SHALL BE RESOLVED THROUGH BINDING ARBITRATION UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

15.3. **Arbitration Process.** The arbitration will: (i) be conducted by a single arbitrator; (ii) take place in your county of residence; (iii) allow for discovery as permitted by rules; (iv) be confidential; and (v) result in a binding decision.

15.4. **CLASS ACTION WAIVER.** YOU AGREE TO ARBITRATE DISPUTES ON AN INDIVIDUAL BASIS ONLY. YOU WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION.

15.5. **Exceptions.** The following are not subject to arbitration: (i) small claims court actions; (ii) injunctive relief for IP violations; (iii) disputes with Velox Clearing; and (iv) matters prohibited from arbitration by law.

15.6. **Severability of Arbitration.** If any part of this arbitration provision is invalid: (i) the remainder stays in effect; (ii) the invalid portion is severed; (iii) disputes proceed in court if necessary; and (iv) class action waiver remains if possible.

#### **ARTICLE XVI. PRIVACY AND DATA SECURITY**

16.1. **Privacy Policy.** Our data practices are governed by our Privacy Policy, which: (i) is incorporated by reference; (ii) explains data collection and use; (iii) describes your privacy rights; (iv) details security measures; and (v) may be updated periodically.

16.2. **Data Security.** We implement commercially reasonable measures to: (i) protect your information; (ii) prevent unauthorized access; (iii) maintain data accuracy; (iv) ensure appropriate use; and (v) comply with applicable laws. However, no system is completely secure.

16.3. **Breach Notification.** If a data breach occurs, we will: (i) investigate promptly; (ii) take remedial action; (iii) notify you as required by law; (iv) cooperate with authorities; and (v) provide appropriate assistance.

16.4. **Your Security Obligations.** You must: (i) protect login credentials; (ii) use secure connections; (iii) keep software updated; (iv) report suspicious activity; and (v) follow security best practices.

#### **ARTICLE XVII. GOVERNING LAW AND VENUE**

17.1. **Governing Law.** These Terms are governed by the laws of the State of Delaware, without regard to conflict of law principles.

17.2. **Venue.** Any disputes not subject to arbitration shall be brought in the state or federal courts located in Delaware.

17.3. **Jurisdiction.** You consent to: (i) Delaware jurisdiction; (ii) Delaware venue; (iii) service of process by mail; and (iv) waiver of inconvenient forum claims.

#### **ARTICLE XVIII. CUSTOMER SERVICE**

18.1. **Support Availability.** Customer support is available through: (i) in-app messaging; (ii) email at [help@bitsofstock.com](mailto:help@bitsofstock.com); (iii) partner support channels; (iv) FAQ resources; and (v) other designated methods.

18.2. **Response Times.** We strive to respond within: (i) 1 business day for general inquiries; (ii) same day for urgent issues; (iii) 2-3 days for complex matters; and (iv) immediately for security concerns.

18.3. **Support Scope.** Support covers: (i) account questions; (ii) technical issues; (iii) transaction inquiries; (iv) Platform navigation; and (v) general assistance. Investment advice is not provided through support.

#### **ARTICLE XIX. MISCELLANEOUS**

19.1. **Survival.** The following provisions survive termination: (i) Intellectual Property Rights; (ii) Indemnification; (iii) Warranties and Liability; (iv) Arbitration and Class Action Waiver; (v) Governing Law; (vi) Confidentiality obligations; and (vii) any accrued rights or obligations.

19.2. **Severability.** If any provision is found invalid: (i) remaining provisions stay in effect; (ii) invalid portion will be modified; (iii) intent of provision will be preserved; and (iv) fundamental Terms remain binding.

19.3. **Assignment.** (i) you may not assign your rights; (ii) we may assign our rights and obligations; (iii) we may transfer our rights; (iv) partners may assume obligations; and (v) notice will be provided of material changes.

19.4. **Entire Agreement.** These Terms constitute: (i) complete understanding between parties; (ii) supersede prior agreements; (iii) replace previous versions; (iv) include referenced documents; and (v) incorporate partner terms.

19.5. **No Waiver.** (i) failure to enforce is not waiver; (ii) delay in enforcement preserves rights; (iii) written waivers must be explicit; (iv) single waiver is not continuing; and (v) rights and remedies are cumulative.

19.6. **Notices.** All notices must be: (i) in writing; (ii) sent to designated addresses; (iii) through authorized channels; (iv) effective upon receipt; and (v) in English language.

19.7. **Force Majeure.** Neither party is liable for: (i) acts of God; (ii) government actions; (iii) system failures; (iv) network disruptions; or (v) other events beyond control.

## Version History:

- Version 3.1.0 - June 30, 2025 - Added Third-Party Program Provider access and data sharing provisions
- Version 3.0.0 - March 13, 2025
- Version 2.2.0 - September 6, 2023
- Version 2.1.0 - July 23, 2023
- Version 2.0.0 - June 23, 2023
- Version 1.0.0 - May 8, 2023

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# VELOX TERMS OF USE

## Velox Clearing LLC - Customer Agreement

Relative to becoming a Customer and opening a custodial securities account at Velox Clearing LLC ("Velox"), you represent and attest to Velox that;

**1. LEGAL CAPACITY:** You have the required legal capacity and are authorized to enter into this Agreement ("the Agreement"), or you have provided written documentation of your authorized delegate, agent, or attorney-in-fact.

**2. RESPONSIBILITY FOR INVESTMENT DECISIONS:** You understand that Velox provides no investment advice, nor does Velox give advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done only upon your instruction or the instruction of your authorized delegate, agent, or attorney-in-fact.

**3. USE OF YOUR INFORMATION:** You understand that Velox may provide your name, address, and securities positions to requesting companies in which you own shares. It is important that you notify Velox whenever you have a change of address. Velox is authorized to rely on address and residency information you have provided, until you notify Velox of any change.

**4. ACCOUNT PROTECTION:** As per Securities and Exchange Commission Rule 15c3-3, Velox will maintain all assets in a Customer account separate from any assets of Velox. Additionally, your Account at Velox is covered by SIPC insurance protection up to \$500,000 (of which \$250,000 may be for cash positions). Additional insurance may be available to you. You should consult with Velox and the clearing agent for more information about the amount of insurance protection available for your Account. Neither SIPC nor such additional insurance protects against a decline in the market value of your securities, nor do they cover securities that may be deemed worthless. SIPC and additional insurance coverage protect only against the risk of the financial failure of Velox. More information about SIPC insurance protection is available at [www.sipc.org](http://www.sipc.org).

**5. EXTRAORDINARY EVENTS:** Velox shall not be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings, suspension of trading, or other conditions beyond the control of Velox.

**6. ACCOUNT CHARGES:** I understand that Velox may charge fees (including, but not limited to, advisory, operational or custodial fees) to my account in accordance with the fee schedule I am provided, and that it is my responsibility to inform myself of the fees applicable to my account(s).

**7. IMPARTIAL LOTTERY PROCESS:** In the event of a partial call or redemption with respect to securities held in my account, I understand that Velox may use an impartial lottery process to determine the securities to be removed from my account.

**8. APPLICABLE RULES:** All transactions shall be subject to the rules, regulations, customs, and usages of the marketplace or clearinghouse where executed, as well as to federal and state laws and regulations. You understand that, in the event that Velox receives a court order or other legal process with respect to your account, including orders to freeze all or a part of your account, Velox will comply with such order or process and will not be liable to you for complying with the order or process.

**9. VELOX AS CUSTODIAN:** You understand that Velox is acting solely as custodian to your Account and is not acting as your Introducing Firm. There is a third party acting as your Introducing Firm, and any investment advice or advisor to your Account is a third party and not Velox. As a custodian to your account, Velox is authorized to take any of the following actions in the custodial account in accordance with your directions or the direction of your authorized agents: (a) To buy, sell (including short sales), exchange, convert, tender, trade, and otherwise dispose of any and all securities or other property, including, but not limited to, stocks, bonds, mutual fund shares, options, partnership interests, and other investments; (b) To cover short sales and to execute any orders you have placed for your custodial account; (c) To hold part or all of the securities or other property in custodial accounts in your name or in the nominee name of Velox or its agent; (d) To employ and compensate agents; (e) To receive and collect all income, dividends, proceeds, and any other sums that are now or that become due in your custodial account(s); (f) To hold securities or other property in a custodial account, and to hold and make disbursements, transfers, or other distributions as you instruct; and (g) To charge any account of yours for fees, costs and expenses, including the reasonable value of services performed for that account (including factoring services), and all taxes of any kind for which Velox or its nominee may be liable with respect to that account or its assets, and to pay therefrom or from any cash balance in that account any such amounts owed.

**10. PRIVACY:** You understand that under no circumstances will Velox sell, share or otherwise provide your personal information to any non-affiliated third-party entity.

**11. BACKGROUND CHECKS:** You acknowledge and authorize Velox to perform a background check on you which may include criminal and credit searches. You acknowledge that Velox has disclosed to you that an investigative consumer report, including information as to your creditworthiness, insurance and credit standing, credit capacity, character, general reputation, personal characteristics, and mode of living will be conducted. You have initiated this transaction and have been advised that you have the right, upon written request within a reasonable time after having received this disclosure, to receive complete and accurate information on the nature and scope of the inquiry, if one is made, and to a written summary of the rights of the consumer under the Fair Credit Reporting Act with any disclosure from a consumer reporting agency. You understand any such requests, notices, or inquiries should include your names(s), current address(es), social security number(s), telephone number(s), and account number, and, in the case of information you believe inaccurately reported, the specific item of dispute. You understand that your request should be sent to Velox at its address listed on the Velox website [www.velox-global.com](http://www.velox-global.com).

**12. AGREEMENT TERMS AND CONDITIONS:** This Agreement shall be in force upon approval or acceptance of your account by Velox ("Approval Date") and shall continue until terminated as is hereinafter provided. The Effective Date of the Agreement shall be thirty (30) days subsequent to the Approval Date, or on the date of commencement of account funding, whichever comes first ("Effective Date").

a. The parties agree that this Agreement shall be in force for a period of one month from the Effective Date ("Contract Period"). Thereafter, the Agreement shall automatically renew for a subsequent Contract Period, unless terminated pursuant to the termination terms described below.

b. This Agreement may be terminated by you, without cause, upon ten (10) days' written notice to Velox, prior to the expiration of the then current Contract Period. Should you fail to provide timely notice, you may thereafter terminate this Agreement at any time during the Contract Period but agree that you will be liable and will pay to Velox all agreed upon fees and charges for the remainder of the Contract Period. If either party terminates the Agreement pursuant to this subparagraph, Velox shall have the right to impose reasonable limitations upon your activities with respect to your accounts at Velox during the period between the giving of notice and the transfer of your account. Such limitations may include, but not be limited to, limiting access to your funds or securities to the extent necessary to prevent Velox from incurring losses, provided that Velox acts in a non-discriminatory manner in imposing such limitations upon you. At your request in connection with termination by either party, Velox shall deliver your securities and funds held by it in accordance with your instructions. All rights and obligations of the parties under the Agreement shall continue in effect until the transfer of your account is complete.

c. The parties acknowledge and understand that should either party voluntarily or involuntarily file for bankruptcy, this Agreement shall automatically terminate.

**13. AMENDMENTS:** Except as provided in this Agreement, no provision of this Agreement may be amended or waived except by an amendment in writing signed by you and Velox. You understand, However, that Velox has the right to unilaterally amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment will be effective thirty (30) days after Velox provides notice to you. Amendments will be effective upon notice for changes required by law. You understand that Velox may amend this Agreement without prior notice to you only if (a) the change is required by law, and (b) the change does not increase the costs to you or decrease protection of your assets held under this Agreement. (a) You acknowledge, however, that certain elections you have made cannot be changed. You also acknowledge that certain provisions set forth in this Agreement cannot be modified, including any modification, that could be interpreted as a change in the investment objectives or any basic investment restrictions applicable to your account.

**14. CUSTOMER AGREEMENT AND INFORMATION:** The Agreement, account form, as well as any other information you may furnish to Velox in writing, is made a part of this Agreement. You represent that the information contained therein is correct. Should any of the information change, you will immediately notify Velox in writing.

**15. INDEPENDENT INVESTMENT ADVISER:** You understand and agree that Velox does not provide investment advice, nor does Velox give advice or offer any opinion with respect to the suitability of any transaction or order. You understand that your independent investment adviser was not chosen by Velox and that Velox makes no representations as to the qualifications of your investment adviser. The actions of your investment adviser are not the responsibility of Velox.

**16. TAX AND LEGAL ADVICE:** Velox does not and will not provide tax or legal advice. In all matters where tax and legal considerations may be important, you agree to consult with and rely upon your own advisors.

**17. CUSTOMER ACKNOWLEDGMENT AND SIGNATURE(S):** You acknowledge that you have received and read the foregoing Agreement, you understand its terms and conditions, and you agree to be bound by such terms and conditions, and by any amendments thereof. You are aware that this Agreement contains a pre-dispute arbitration clause in Section 16. You acknowledge that you are entering into this Agreement on the date set forth below. You understand that the information provided by you on the signature line(s) following will be used by Velox to identify you as its Customer, verify your signature, validate certain account activity, and will be made a part of the permanent records for the Account.

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION AGREEMENT IN SECTION 16.

**18. PREDISPUTE ARBITRATION AGREEMENT:** You are entering this arbitration agreement with Velox with notice that:

a. THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS: (1) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED. (2) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED. (3) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS. (4) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE. (5) THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY. (6) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT. (7) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

b. Any controversy between you and Velox arising out of or relating to your account(s), to transactions between you and Velox or to this Agreement, whether entered into prior, on, or subsequent to the date hereof, shall be settled by arbitration in accordance with the rules, then in effect, of the Financial Industry Regulatory Authority (FINRA). You may elect in the first instance whether arbitration shall be conducted before FINRA, or if applicable, the arbitration facilities of the exchange of which Velox is a member. If you fail to make such election by registered mail addressed to Velox at the address set forth herein within five (5) days after demand by Velox that you make such election, then you authorize Velox to make such election on your behalf.

Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.