## Terms of Use

Acceptance of Terms - These Terms of Use govern your access to and the use of Upmarkert Technology LLC ("we" or "our") website and services (the "Services"), which are owned and operated by Upmarket Holdings Inc. By using the Services, you agree to follow and be bound by these Terms. If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and promising that you have the authority to bind that organization to these Terms.

You may use the Services only if you are in compliance with these Terms. You may use the Services only if you have the power to form a contract with Upmarket Technology LLC and are not barred under any applicable laws from doing so. Nothing contained in these Terms is intended to modify or amend any other written agreement, if any, that may currently be in effect between you and Upmarket Technology LLC with regard to matters other than your use of the Site. Upmarket Technology LLC may periodically modify these Terms, and any such modifications will be effective immediately upon posting. We suggest that you periodically check these Terms of Use for modifications. If you do not accept those modifications, do not use this Site.

License to Use - Upmarket Technology LLC grants you a limited, revocable, nonexclusive, nontransferable license to access and make personal use of this website. You are not allowed to download or modify it. This may be done only with written consent from us. Upmarket Technology LLC reserves all rights not expressly granted in these Terms of Use.

Data, information, and content - The materials on this site are for information, education, and noncommercial purposes only. Although Upmarket Technology LLC may provide data, information, and content relating to investment approaches and opportunities to buy or sell securities and/or mutual funds, you should not construe any such information or other content available through this site as legal or tax advice. You alone will bear the sole responsibility of evaluating the merits and risks associated with the use of any materials on this site before making any decisions based on such materials. In exchange for using such materials, you agree not to hold Upmarket Technology LLC or its third-party information providers liable for any possible claim for damages arising from any decision you make based on the materials made available to you through this site. By providing access to other websites, neither Upmarket Technology LLC nor any of its affiliates is endorsing services provided by any website's sponsoring organization. You will use any such websites at your own risk and you agree that Upmarket Technology LLC is not liable for any loss or damage that you may suffer by using these websites or any content in connection therewith.

Acceptable Use Policy - You may use only the computers, computer accounts, and computer files for which you have authorization. You may not use another individual's account or attempt to capture or guess other user's passwords. You should make a reasonable effort to protect your passwords and to secure resources against unauthorized use or access. You must configure
hardware and software in a way that reasonably prevents unauthorized users from accessing Upmarket Technology LLC network and computing resources.

International Use and Compliance - This site is designed for both U.S. residents and non-U.S. residents. As a user of this site, you agree to comply with all federal and local laws with respect to your account and your online conduct.

Your Accounts - If you are an owner of an account on this website, you are solely responsible for maintaining the confidentiality of your private user details (username and password). You agree not to disclose these credentials to any third party. You are responsible for all activities that occur under your account or password whether or not you authorized that activity. You should immediately notify Upmarket Technology LLC of any unauthorized use of your account.

Modification of the Services - The Services may continue to change over time as we refine and add more features. Unless otherwise agreed, we may modify, discontinue, suspend, or restrict the use and availability of any portion of the Services at any time without prior notice to you. You accept those modifications if your continue to use the Services.

Support or Maintenance - We are under no obligation to provide customer support or website maintenance, even though we regularly provide support and maintenance.

Cookies - We use cookies and similar technologies to recognize your repeats visits and preferences, as well as to measure the effectiveness of traffic.

Privacy - Upmarket Technology LLC is committed to ensuring the privacy of the information you provide when using the Services. We use a variety of security technologies and procedures to help protect your information from unauthorized access, use or disclosure. Our policies around what information we collect and how we use that information is explained in our Privacy Policy.

Termination - You may stop using our Services any time. We reserve the right to suspend or end the Services at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you violate these Terms or use the Services in any way that would cause us legal liability or disrupt other uses of the Services. If we suspend or terminate your use, we may let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend immediately. Upmarket Technology LLC will not be liable to you or any third party for any termination of your access to or use of the Services.

Liability and Indemnity - You agree to indemnify, defend, and hold harmless Upmarket Technology LLC, its subsidiaries and affiliates, each of its and their officers, directors, employees, and agents, licensors, and vendors from and against all claims, demands, liabilities,
damages, losses, or expenses, including attorney's fees and costs, arising out of or related to your improper access to or use of the Services, or any violation by you of these Terms of Use.

Integration and severability - If any provision of these Terms of Use is deemed unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions. These Terms of Use represent the entire agreement between you and Vanguard relating to the subject matter herein.

Applicable law - The laws of California govern these Terms of Use and any dispute that might arise between you and Upmarket Technology LLC.

Accreditation Status - You agree to allow reasonable steps to verify your status as an accredited investor, based on income for the two most recent years, and with a reasonable expectation of reaching the required income level during the current year; net worth; provide written confirmation from a professional (e.g., Certified Public Accountant, lawyer, etc.) that this person has taken reasonable steps to verify your accredited investor status, or other means.

