

## myAvantax User Agreement and Terms of Use

This myAvantax User Agreement and Terms of Use (“User Agreement”) is an agreement between you ("you", "yours", or "user") and Avantax Wealth Management, Inc. and the family of Avantax companies (“Avantax”, collectively, "us" or "we"). This User Agreement: (1) states what responsibilities we have to you as a user of myAvantax, (2) informs you that myAvantax and any features of myAvantax may be modified by us from time to time, (3) sets forth important disclaimers about your use of myAvantax, and (4) states what rights and responsibilities you have as a user of myAvantax. Please take the time to read and understand it. **By accessing myAvantax, you agree to be bound by these Terms of Use.**

Your use of myAvantax is expressly conditioned upon your acceptance of the terms of this User Agreement. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF MyAvantax AND YOU MAY NOT USE myAvantax.

Avantax reserves the right to change the terms of this User Agreement at any time, for any reason, in its sole discretion. You will be notified in the event of changes to the terms of this User Agreement through an email sent to your email address on file with Avantax or through a notice provided to you at the time of your next login after the change. Your continued use after such notice evidences your express acceptance of the revised User Agreement. We reserve the right to refuse to provide access to myAvantax to any person at any time.

### 1. ACCEPTABLE STANDARDS OF USE FOR MyAvantax

**Compliance with Other Avantax Policies and Agreements.** You agree that, at all times, your use of myAvantax shall conform to the standards set forth in the Avantax Employee and Contractor Security Policy, Financial Professional Agreement, and other written policies and agreements applicable to you through your relationship with Avantax. This User Agreement is in addition to, and not intended to supersede, any other obligations you have to Avantax.

Avantax Wealth Management<sup>SM</sup> is the holding company for the group of companies providing financial services under the Avantax<sup>SM</sup> name. Securities offered through Avantax Investment Services<sup>SM</sup>, Member FINRA, SIPC. Investment advisory services offered through Avantax Advisory Services<sup>SM</sup>. Insurance services offered through licensed agents of Avantax Insurance Agency LLC and Avantax Insurance Services, Inc.; 972-870-6000; Headquarters are currently located at 6333 N. State Highway 161, Fourth Floor, Irving, TX 75038 and will be relocated in July/August 2020 to 3200 Olympus Blvd., Dallas, TX 75019.

Information Exchanged. If you are a Financial Professional or other investment professional, you understand and expressly agree that you are responsible for gaining permission to enter information regarding any actual or prospective client of yours into myAvantax, and that you are also solely responsible for the accuracy of all such information. You are responsible for verifying the accuracy and receipt of all information transmitted via myAvantax and for immediately notifying Avantax of any errors or inaccuracies relating to information transmitted via myAvantax. You acknowledge that Avantax may use any information exchanged through myAvantax for any lawful purpose.

Passwords and Password Security. myAvantax is provided solely for use by Avantax employees, authorized independent contractors, Avantax Financial Professionals, and any other associated person of Avantax. You agree that you will not provide access to your myAvantax account to any other person or individual, and you will take reasonable measures to prevent unauthorized access to myAvantax through your account.

Avantax shall, from time to time, implement standards for password requirements. You agree that you shall comply with such requirements and acknowledge that your access to myAvantax may be terminated immediately for any failure to comply.

You must notify Avantax immediately in the event you believe your myAvantax account has been accessed by an unauthorized person or the security of your log in credentials has been compromised. You may notify Avantax of suspected unauthorized access by contacting the Help Desk by telephone at 866-218-8206, x4740 or by email at [cybersecurityrequest@blucora.com](mailto:cybersecurityrequest@blucora.com).

Conduct in Usage. You agree that you shall use myAvantax in a manner which complies with generally accepted standards of professional conduct. You agree that you will not use myAvantax to engage in criminal activity, or to transmit or receive threatening, fraudulent, tortious, libelous, offensive, defamatory, or other content Avantax deems objectionable in its sole discretion. You agree that you shall not upload, transmit or receive

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materials which infringe on the copyrights or other intellectual property rights of others, or materials which violate the rights of anyone else, including, for example, another person's right to privacy.

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You agree that you shall always comply with applicable laws and regulations when using myAvantax, including but not limited to laws pertaining to the privacy rights of third parties. You shall not use myAvantax in any manner which would encourage or facilitate any other user to engage in illegal activity or violate any governmental regulation to which that user may be subject.

You agree that you will not use myAvantax in any manner which could damage, disable, overburden, or impair myAvantax or any Linked Site (defined below), or interfere with any other party's use of myAvantax or a Linked Site. You shall not upload files that contain viruses, corrupted files, or other malicious code that may damage the operation of another's computer.

**Restricted Countries for Access.** You agree that, absent written permission from Avantax, you shall not access or use myAvantax from any location outside of the United States. In the event permission is sought to access myAvantax from a location outside of the United States, such request shall be made by contacting the Information Security department at [cybersecurityrequest@blucora.com](mailto:cybersecurityrequest@blucora.com) prior to traveling abroad with a detailed business justification and contact information. Avantax has already restricted access to myAvantax from a wide variety of locations outside of the United States.

**Confidentiality of myAvantax Features and Confidential Information.** You acknowledge that as a user of myAvantax, Avantax provides you with access to Confidential Information (defined below), which is not known to Avantax's competitors or within the industry generally. The Confidential Information was developed by Avantax over an extended period of time and/or at its substantial expense and is of great competitive value to Avantax. Such "Confidential Information" includes, but is not limited to (i) the specific look and feel, features, applications, functionality, and tools within myAvantax and their coordination within the product itself; (ii) any financial models, records, reports, processes, strategies (including, without limitation, economic, tax, and market research selection and strategies), inventions, trade secrets, know how, and other intellectual property not generally available to the public incorporated or reflected in myAvantax; (iii) your login identification or

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password information to myAvantax; and (iv) any Avantax client's confidential information which includes a client's account information, personal

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information, financial information, or any other client specific information obtained through your use of myAvantax. Further, certain types of Confidential Information, such as Avantax's software source code, formulas, algorithms, patterns, compilations, program devices, methods, techniques, processes, financial data, and lists of actual or potential customers or suppliers, are of such a sensitive confidential nature that Avantax derives independent economic value from the information and Avantax expends significant efforts to keep the information secret and from being generally known or readily ascertainable by legal means (collectively, "Trade Secrets"). You acknowledge the sensitivity of the types of information Avantax has designated as its Trade Secrets and agree that regardless of any legal conclusion regarding trade secret status, the Trade Secrets will in any event be treated as highly-sensitive subset of Confidential Information by you.

Defend Trade Secrets Act Notice. You are notified in accordance with the Defend Trade Secrets Act of 2016 that you will not be held criminally liable or civilly liable under any federal or state trade secrets law for disclosure of a Trade Secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, (ii) to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (iii) in a complaint or other document that is filed under seal in a lawsuit or other proceeding. You understand that if you file a lawsuit against Avantax for retaliation because you reported a suspected violation of law, you may disclose Trade Secrets to your attorney and use the Trade Secret information in the court proceeding if you: (a) file any document containing the Trade Secret under seal; and (b) do not disclose the Trade Secret, except pursuant to a court order.

You agree that you shall not disclose such Confidential Information to any person or entity outside of Avantax and acknowledge that any such disclosure would irreparably harm Avantax and its affiliated businesses. By using myAvantax, you acknowledge that you are not permitted to use or divulge the Confidential Information for your own benefit or the benefit of others, unless required or permitted to do so by law and with the prior authorization of Avantax. You agree that upon the request of Avantax, you will immediately deliver to Avantax all Confidential Information and any other Avantax material in your possession.

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Disclosures; Attribution. If you use myAvantax or a Third-Party Program to prepare any report, chart, table or other documents, you shall not remove any disclosures, disclaimers, notices, attributions, or portions thereof provided on such document. myAvantax, Avantax, and the other brand names and tradenames of Avantax and its affiliated businesses are the intellectual property of Avantax and may not be used without permission.

Certain Acknowledgements. In connection with any recommendation or decision to invest a client's account in a particular investment through your use of myAvantax or the reports generated or exported from myAvantax, you agree that you and your Financial Professionals and agents shall make such recommendation and/or decision based on an independent analysis of the investment, the contractual, fiduciary and/or other obligations to the actual or prospective client of yours, and the particular financial circumstances, investment objectives and risk tolerance of the actual or prospective client of yours. You expressly acknowledge and affirm that the information, tools and investment models contained on myAvantax were created without consideration of the investment objectives, risk tolerance or financial circumstances of any actual or prospective client of yours or any other third party (including but not limited to any client of yours or any of its representatives or agents to whom you and/or your Financial Professionals or agents provide investment advice and/or recommendations through your use of myAvantax or the reports generated or exported from myAvantax). You acknowledge that any information provided by Avantax in connection with myAvantax may be based on a variety of sources. Although this material is based upon information that Avantax considers reliable and endeavors to keep current, Avantax does not assure that this material is accurate, current or complete, it is not guaranteed, and it should not be relied upon as such. Any opinions expressed on myAvantax may change as subsequent conditions vary.

## **2. GRANT OF USAGE RIGHTS; TERMINATION**

Subject to: (i) the terms of this User Agreement; (ii) the terms and conditions of any software licensing agreement between Avantax and any third party for software ("Third Party Programs") made available to you through myAvantax;

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and (iii) your acceptance of the terms of use which may be applicable to such Third Party Programs, Avantax hereby grants to you a limited nonexclusive,

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nontransferable and non-assignable license (revocable at any time and for any reason at the sole discretion of Avantax) to access and use myAvantax during the period in which you are providing services to or maintain registered affiliation with Avantax for use in the ordinary course of providing services to Avantax or transacting business for Avantax. You shall not use or permit others to use myAvantax for any other purpose.

The right for you to use myAvantax granted in this User Agreement shall automatically end immediately upon termination of your (i) employment, (ii) agreement to provide services to Avantax, or (iii) registration as a Financial Professional affiliated with Avantax, as applicable. You agree that you shall not use myAvantax after such right ends.

Avantax shall have the right to terminate any user's access to myAvantax at any time, for any reason, in its sole discretion. This User Agreement does not grant you or any third party any title or right of ownership in myAvantax or any Third-party Program.

You acknowledge that Avantax is not providing investment advice or making any recommendations to you, or any actual or prospective client of yours, through your use of myAvantax or reports generated or exported from MyAvantax or any Third-party Programs.

### **3. COMPUTER CONFIGURATION AND THIRD-PARTY PROGRAMS**

You have the sole responsibility to obtain and properly configure appropriate hardware and additional software necessary to obtain a connection to myAvantax over the Internet. In the event you are permitted access to Third Party Programs through myAvantax, you agree that you shall in all respects comply with any terms of use, end user license, or restrictions applicable to such Third-Party Programs. Such terms of use, end user license, or restrictions may be made available to you for acceptance upon initial use of a Third-Party Program or may be made available separately through myAvantax. It is your responsibility to regularly review any terms of use or

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other documentation applicable to a Third-Party Program for updates or changes.

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Avantax reserves the right, at any time and in its sole discretion, to modify in any manner the features, functionality, or Third-Party Programs offered to you through myAvantax.

#### 4. RIGHTS AND RESTRICTED USES

**Avantax Rights.** You acknowledge that Avantax and third parties (if any) from which Avantax licenses features or functionality of myAvantax or Third-Party Programs, are the sole owners of myAvantax or the applicable Third-Party Program and own all intellectual property rights therein. Except for the express revocable license granted herein, you have no rights in or to MyAvantax or such Third-Party Program. Specifically, you acknowledge that all intellectual property and proprietary rights in and appurtenant to myAvantax, including without limitation, rights to trademarks, copyrights, patents, and trade secrets, and all printed or electronic copies, and all improvements, rights, and claims related to the foregoing, are and shall remain the sole property of Avantax or its licensors. You shall have only the limited use rights specifically granted by this User Agreement.

If you provide Avantax with ideas, feedback, comments, or suggestions about myAvantax or potential functionality, technology, processes, strategies, or upgrades for myAvantax (“**Feedback**”), you hereby expressly waive any and all claims to rights in or ownership of such Feedback. You agree that Avantax may implement such Feedback and will own all intellectual property rights in and to such Feedback. To the extent that you may have any rights in or to the Feedback, you hereby assign all your rights, title, and interests to the Feedback and any intellectual property rights therein, including, but not limited to copyrights, patent rights, and other proprietary rights related thereto.

**No Decompilation or Modification.** You shall not modify or otherwise prepare derivative works, reverse engineer, disassemble, de-compile, recreate or generate any copy of myAvantax, any Third-Party Program, or any portion of either. You shall not obtain or attempt to obtain any access to Third Party Programs, materials or information through myAvantax by any means not

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intentionally made available to you by Avantax.

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Export Regulations. You agree that you will comply at all times with and will not take any action which will cause Avantax or its affiliates to fail to comply at all times with all relevant export laws and regulations of the United States and/or any other applicable jurisdiction. You further agree to take reasonable precautions to prevent myAvantax, the Third-Party Programs, or any product of either, from being exported or re-exported, directly or indirectly, in violation of United States law or the law of any other applicable jurisdiction.

Content and Monitoring. You acknowledge that unless specifically stated otherwise, all content and information you supply or receive through myAvantax is the sole property of Avantax. You acknowledge that your use of myAvantax, Third Party Programs, or information which you may send or receive through myAvantax or a Third-Party Program is not private and may be monitored by Avantax and used by Avantax for any purpose.

## **5. DISCLOSURES**

Nothing contained in myAvantax constitutes tax, accounting, regulatory, legal, insurance or investment advice. Neither the information, nor any opinion, contained on myAvantax constitutes a solicitation or offer by Avantax or its affiliates to buy or sell any securities, futures, options or other financial instruments, nor shall any such security be offered or sold to any person in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful under the securities regulation of the jurisdiction. Decisions based on information contained in myAvantax are your sole responsibility.

Investments and strategies discussed or provided on myAvantax may not be suitable for all investors. Avantax and its affiliates make no representations that the contents are appropriate for use in all locations, or that the transactions, securities, products, instruments or services are available or appropriate for sale or use in all jurisdictions, or by all investors. By making information available on myAvantax, Avantax does not represent that any investment vehicle is available or appropriate for any particular user.

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Investments in products offered for sale by Avantax or its affiliates and Avantax accounts are not bank deposits and are not insured or guaranteed by Avantax or the Federal Deposit Insurance Corporation, any other government agency, or any bank.

Certain information provided through myAvantax has been filed with the Securities and Exchange Commission ("SEC"). Materials filed with the SEC ("SEC Materials") and other public disclosures contained in myAvantax may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act, with respect to future financial or business performance, strategies, or expectations of various companies. Forward-looking statements are typically identified by words or phrases such as "trend," "potential," "opportunity," "pipeline," "believe," "comfortable," "expect," "anticipate," "current," "intention," "estimate," "position," "assume," "outlook," "continue," "remain," "maintain," "sustain," "seek," "achieve," and similar expressions, or future or conditional verbs such as "will," "would," "should," "could," "may" or similar expressions. In addition to risk factors disclosed in applicable SEC Materials and those identified elsewhere on materials available through myAvantax, the following factors, among others, could cause actual results to differ materially from forward-looking statements or historical performance: (1) the introduction, withdrawal, success and timing of business initiatives and strategies; (2) changes and volatility in political, economic or industry conditions, the interest rate environment, foreign exchange rates or financial and capital markets, which could result in changes in demand for products or services or in the value of assets under management; (3) the relative and absolute investment performance of applicable investment products; (4) the impact of increased competition; (5) the impact of future acquisitions or divestitures; (6) the unfavorable resolution of legal proceedings; (7) the extent and timing of any share repurchases; (8) the impact, extent and timing of technological changes and the adequacy of intellectual property and information security protection; (9) the impact of legislative and regulatory actions and reforms, including the Dodd-Frank Wall Street Reform and Consumer Protection Act, and regulatory, supervisory or enforcement actions of government agencies relating to the applicable company; (10) terrorist activities, international hostilities and natural disasters, which may adversely affect the general economy, domestic and local financial and capital markets, specific industries or the applicable company; (11) the ability to attract and retain highly talented professionals; (12) fluctuations in

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the carrying value of the company's economic investments; (13) the impact of changes to tax legislation, including income, payroll and transaction taxes,

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and taxation on products or transactions, which could affect the value proposition to clients and, generally, the tax position of the company; (14) the company's success in maintaining the distribution of its products; and (15) other factors which may affect the applicable company's business or operations.

## **6. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY AGREE THAT THE USE OF myAvantax AND ANY THIRD-PARTY PROGRAMS IS AT YOUR SOLE RISK. myAvantax AND THE THIRD-PARTY PROGRAMS ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR USE, WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HD VEST AND/OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF myAvantax, INABILITY TO USE myAvantax OR ANY OF ITS FEATURES, FUNCTIONALITY OR THIRD PARTY PROGRAMS, WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE, EVEN IF HD VEST OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

myAvantax may contain links to other websites or networks ("Linked Sites"). The Linked Sites are not under the control of Avantax and Avantax is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site or any changes or updates to a Linked Site.

Internet software or transmission problems may produce inaccurate or incomplete copies of information and materials that may be downloaded or displayed on an myAvantax user's computer. It is your responsibility to verify the accuracy and completeness of materials obtained through myAvantax.

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## 7. INDEMNITY

You agree to defend, indemnify, and hold harmless Avantax, its parent and affiliated companies and their respective officers, directors, employees, agents, and assigns (“Indemnified Parties”) from and against all losses, liabilities, claims, damages, and expenses (including reasonable attorneys’ fees) arising from your negligence or breach of this User Agreement, or violation or alleged violation of any applicable laws, rules, regulations, or policies whether or not resulting in litigation or adverse legal action against Indemnified Parties.

## 8. Important Information Regarding the Use or Disclosure of Tax Return Information – Applicable to Tax Return Preparers

Internal Revenue Code §§ 7216 and 6713 generally requires tax return preparers to obtain written consent before using or disclosing a taxpayer’s Tax Return Information. A failure to comply with Internal Revenue Code §§ 7216 and 6713 can result in civil and criminal liability. If you are a tax return preparer and plan to use or disclose a taxpayer’s Tax Return Information in connection with offering financial services to a tax client through Avantax, including, but not limited to, through your use of myAvantax, you attest that you are aware of all of your obligations under Internal Revenue Code §§ 7216 and 6713 and represent and warrant that you fully comply with all of the applicable requirements imposed by Internal Revenue Code §§ 7216 and 6713. Among other requirements, you acknowledge that you must obtain separate “use” and “disclosure” consents if you are going to use and/or disclose a taxpayer’s Tax Return Information in connection with your Avantax investment and/or insurance services business and hereby represent and warrant that you have done so. Additional information regarding Internal Revenue Code §§ 7216 and 6713 is available at <https://www.irs.gov/tax->

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[professionals/section-7216-frequently-asked-questions.](#)

## **9. GENERAL TERMS**

No rights, duties or obligations under this User Agreement may be assigned or otherwise transferred by you without the prior written consent of Avantax. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly

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as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of either party to insist upon any of its rights under this Agreement upon one or more occasions shall not be deemed a waiver of such rights on any subsequent occasions. The terms of this User Agreement shall be construed and interpreted under the laws of the State of Texas, excluding its conflicts-of-law rules. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

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