

AVANTAX WEB SITE TERMS AND CONDITIONS OF USE

THIS SITE AND RELATED SERVICES AND PRODUCTS ARE PROVIDED SUBJECT TO THESE TERMS AND CONDITIONS. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR CONTINUED USE OF THIS SITE WILL INDICATE YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PROMPTLY EXIT THIS SITE. IF YOU ARE ACCESSING THIS SITE ON BEHALF OF YOUR EMPLOYER, YOU REPRESENT YOU HAVE AUTHORITY TO BIND YOUR EMPLOYER TO THESE TERMS AND CONDITIONS. IN THAT CASE, ALL REFERENCES TO "YOU" WILL BE DEEMED TO INCLUDE YOUR EMPLOYER.

THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS PROVIDED IN SECTION 23 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND AVANTAX (AS DEFINED BELOW) ARE EACH GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

1. **Restrictions on Use and Ownership.** All services provided through this web site and all pages and information within this web site and any material made available for download (collectively the "Site") are the property of Avantax, Inc. ("Avantax", "us", or "we") and/or its subsidiaries, affiliates, vendors, and licensors. We grant you a nonexclusive, non-transferable license to use the Site solely for your personal use. As a condition of your use of this Site, you warrant that you will not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions. If you breach any of these Terms and Conditions, your authorization to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials.

The contents of the Site, including the text, images, audio, and video, are copyrighted and may not be distributed, modified, reproduced, or used, in whole or in part, without the prior written consent of Avantax, except that you may download content from the Site to any single computer for your personal, non-commercial (except with regard to your use of inherent functionality provided through the Site) use only, provided you keep intact all copyright, trademark, and other proprietary notices and comply with any applicable end user license agreements. For purposes of these Terms and Conditions, any use of these materials on any other web site or networked computer environment for any purpose is prohibited.

All trademarks, service marks, icons, and logos used in this Site are the trademarks, service marks or logos of Avantax or their respective owners.

You may not use automated systems (e.g., robots, crawlers, spiders, artificial intelligence,

machine learning) to access or view the Site. You agree not to collect personally identifiable information of other users of the Site or to sell or otherwise exploit that information.

Any rights not expressly granted by these Terms and Conditions, or any applicable end user license agreements are reserved by Avantax and/or its vendors and licensors.

We may, in our sole discretion and without prior notice, modify the Site, remove, or alter functionality, or cease provision of the Site at any time.

2. **Copies of These Terms and Conditions; Updates.** You may print a copy of these Terms and Conditions using the print feature in your browser. We suggest retaining a copy for your future reference. You should be aware, however, that we may revise these Terms and Conditions at any time, and by your continued use of the Site, you agree to be bound by future revisions. It is your responsibility to periodically visit the “Terms and Conditions” link at the bottom of our home page to review the most current version of the Terms and Conditions. You may use your browser to print copies of any updated Terms and Conditions.

3. **Restrictions.** You may not and will not allow any third party to: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Site, except to the extent expressly permitted by applicable law; (ii) use the Site to develop a competing product or service; (iii) use the Site (a) for any purpose for which it was not designed, or (b) inconsistent with any online documentation we provide; and (iv) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Site, or any other products or materials made available through the Site.

4. **Limited Access Areas of the Site; Account Registration; Fees.** Certain areas of the Site require registration, establishment of an account (the “**Account**”), and the use of a username and password to access. You may also be required to accept certain additional terms of service and pay certain fees for access to those areas. All fees are exclusive of applicable sales, use, excise, and similar taxes. In the event of a conflict between these Terms and Conditions and any terms provided with your registration, the registration terms will govern. By registering, you represent and warrant (i) that you are of legal age to contract in your jurisdiction, (ii) if you are registering on behalf of your employer or other legal entity, that you have authority to enter into contracts on their behalf, and (iii) the registration information you provide is current, complete, and accurate. You are responsible for updating the registration information to ensure it continues to be current, complete, and accurate. Avantax may accept or reject registration requests for the Site in Avantax’s sole discretion and may revoke registration and accounts at any time, without cause or prior notice. You are responsible for maintaining the confidentiality of your username and password and all activities conducted using your username and password. You will notify Avantax immediately of any unauthorized use of your username or password and that you will, for security reasons, make sure that you exit from any activities on the Site at the end of each of your uses of the Site. Avantax conclusively presumes that communications received from you through any Account you have created on the Site, as well as any orders submitted via the Site in your name, are accurate, complete, and authorized by you (or the person or the entity on whose behalf you place the order) as received by Avantax. You agree not to contest the validity and binding legal effect of those communications.

5. **Your License to Us.** You grant us a non-exclusive, world-wide, royalty-free license to use the documents, information, graphics, data, content, and other materials uploaded by you to the Site (the “**Content**”) for purposes of furnishing the Site to you and the services and

functionality available through the Site. You are solely responsible for obtaining all rights, permissions, and authorizations to provide the Content to us for use as contemplated under this Section. Except for the license granted in this Section, nothing contained in these Terms and Conditions will be construed as granting us any right, title, or interest in your Content. You grant us a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty-free license to use, copy, distribute, and otherwise exploit statistical and other aggregated data derived from your use of the Site and the Content (the “**Aggregated Data**”) for our business purposes, including the provision of products and services to our customers; provided the Aggregated Data is combined with similar data from our other customers and does not include (directly or by inference) any information identifying you or any identifiable individual. The Aggregated Data will not be considered confidential or proprietary to you.

6. **Your Obligations.** You represent and warrant that you have all right, title, and interest necessary to post your Content to the Site and grant the rights provided above. You will not provide any Content that: (i) violates the intellectual property, privacy, publicity, or other rights of any individual or entity; (ii) is defamatory, obscene, threatening, harassing, or offensive; or (iii) violates any law, regulation, or rule. Avantax may, but is not obligated to, monitor or review any areas of the Site where user Content may be made available, including, but not limited to, chat rooms, discussion areas, bulletin boards, and other user forums. Avantax, however, will have no liability related to the Content or your access to or use of any other user’s Content, whether or not arising under the laws of copyright, defamation, privacy, obscenity, or otherwise. Avantax retains the right to remove, in its sole discretion, without notice, Content that includes any material it deems abusive, defamatory, obscene, illegal, or otherwise inappropriate.

7. **Feedback.** You may provide suggestions, comments or other feedback (collectively, “**Feedback**”) to us with respect to the Site and our products and services. Feedback is voluntary. We may use Feedback for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the Feedback, you grant us an irrevocable, non-exclusive, perpetual, world-wide, fully-paid-up, royalty-free license to use the Feedback in connection with our business, including the enhancement of our products and services.

8. **Your Indemnity.** At Avantax’s option and request, you will, at your own expense, indemnify, defend, and hold Avantax, its subsidiaries, and its affiliates, and its and their respective officers, directors, members, employees, agents, successors, co-branders, suppliers, and associates, harmless from and against any losses, costs, damages, fines, sanctions, liabilities, and expenses (including reasonable attorneys’ fees and other court costs), arising out of your use of the Site or related to a third-party claim, action or allegation (i) based on or caused by unauthorized access to the Site through your account, (ii) based on your actual or alleged breach of these Terms and Conditions, (iii) based on your violation of any applicable law or regulation of any jurisdiction, or (iv) arising out of the Content. You may not enter into a settlement or stipulated judgment of the foregoing without Avantax’s prior written consent.

9. **Acceptable Use.** You shall not to use the Site to:

- Upload, post, e-mail or otherwise transmit any Content that is unlawful, harmful, threatening, intimidating, abusive, harassing, tortuous, defamatory, derogatory, vulgar, obscene, libelous, invasive of another’s privacy, disrespectful, hateful, or racially, ethnically or otherwise objectionable;

- Impersonate any person or entity or falsely state or otherwise misrepresent their affiliation with a person or entity or create a false persona;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Site;
- Upload, post, e-mail or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- Upload, post, e-mail or otherwise transmit any material that contains software viruses or worms, or any other computer code, files or programs designed to disable, interrupt, destroy, redirect, monitor another user's usage, limit or otherwise inhibit the functionality of any computer software or hardware or telecommunications equipment;
- Harvest screen names for any purpose;
- Interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site; or
- Upload, post, e-mail, distribute, deliver or otherwise transmit any bulk or unsolicited or unauthorized commercial e-mail, advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

In our sole discretion and without notice, we may (i) remove any Content or other materials that violate or may violate the foregoing, and (ii) suspend or terminate your access to the Site.

10. **Infringement Notices.** As provided in the Digital Millennium Copyright Act of 1998, we have designated the following individual for notification of potential copyright infringement regarding the Site:

Avantax, Inc. c/o Cetera Financial Group
Chief Privacy Officer
2301 Rosecrans Ave., Suite 5100
El Segundo, CA 90245
(800) 879-8100
privacy@cetera.com

If you believe content available through the Site infringes a copyright, please provide the following information to the person identified above (17 U.S.C. § 512):

- i. A physical or electronic signature of the copyright owner or authorized agent;
- ii. Identification of the copyrighted work(s) claimed to have been infringed;
- iii. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- iv. Information regarding how we may contact you (e.g., mailing address, telephone number, e-mail address);

v. A statement that the copyright owner or its authorized agent has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

vi. A statement that the information in the notification is accurate, and made under penalty of perjury, and, if an agent is providing the notification, a statement that the agent is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

11. **Privacy.** Please review Avantax's Privacy Policy located at <https://www.avantax.com/resources/avantax-privacy-policy-for-customers>, for details on the manner in which we collect, use, disclose and otherwise manage your personal information.

12. **Warranty Disclaimer.** THIS SITE AND ALL SERVICES AND PRODUCTS PROVIDED THROUGH IT, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, PRODUCTS, CONTENT, DATA, AND HYPERLINKED WEB SITES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AVANTAX OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE OUR OBLIGATIONS UNDER THESE TERMS AND CONDITIONS.

13. **Limitation of Liability.** THE SITE, SITE-RELATED SERVICES, PRODUCTS, CONTENT, AND DATA ARE PROVIDED AS A CONVENIENCE TO YOU. AVANTAX AND ITS AFFILIATES, VENDORS, LICENSORS, AND OTHER THIRD PARTIES MENTIONED ON THE SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, PRODUCTS, CONTENT, OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY HYPERLINKED WEB SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER AVANTAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE. YOUR SOLE AND EXCLUSIVE REMEDY AND OUR SOLE EXCLUSIVE LIABILITY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, PRODUCTS, CONTENT, DATA, AND/OR HYPERLINKED WEB SITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

14. **Accuracy and Integrity of Information.** Although Avantax attempts to ensure the integrity and accurateness of the Site, it makes no guarantees whatsoever as to the correctness or accuracy of the Site or any information made available through it (e.g., market data). It is

possible that the Site and information could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Avantax so that it can be corrected. Information contained on the Site may be changed or updated without notice. Avantax reserves the right to unilaterally correct any inaccuracies on the Site without notice. Information contained on the Site may be changed or updated without notice. Additionally, Avantax shall have no responsibility or liability for information, products, or Content posted to the Site from any non-Avantax affiliated third party. We have made significant efforts to accurately display the colors of our products that appear on the Site. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

15. **Links or Pointers to Other Sites.** Avantax makes no representations whatsoever about any other web site that you may access through this Site. When you access a non-Avantax site, please understand that it is independent from Avantax, and that Avantax has no control over the content on that web site. In addition, a hyperlink to a non-Avantax web site does not mean that Avantax endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

16. **Export, Import and Other Regulations.** You assume all responsibility for compliance with all laws and regulations of the United States and any other country from which you may access the Site regarding access, use, export, re-export and/or import of any Site content. You acknowledge and agree that you will not export or import any Site content to any country to which export or import is restricted under United States law, that you are not a national of any such country, and that the Site content will not be used in the design, development or production of nuclear, chemical or biological weapons.

17. **Choice of Law; Venue.** These Terms and Conditions are entered into in the State of California and shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law rules requiring the application of the laws of a different jurisdiction. Subject to Section 23, all disputes arising under these Terms and Conditions shall be resolved in the state and federal courts located in Los Angeles, California, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts.

18. **Disputes; Mandatory Arbitration.** Except for cases involving claims for injunctive relief, you and Avantax agree that all controversies, claims, counterclaims, or other disputes arising between you and Avantax relating to these Terms and Conditions or arising out of your access to or use of any of the Site, including any products or services furnished through the Site, (each a "**Claim**") will be resolved through binding and final arbitration instead of through court proceedings. This agreement to arbitrate means that you and Avantax each waive your respective rights to a jury trial. Any and all Claims must be submitted for binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures that are in effect at the time arbitration is initiated ("**JAMS Rules**"). If you decide to initiate arbitration, you agree to pay an arbitration initiation fee of \$250 (unless the fee is waived as discussed below), and Avantax will pay the remainder of the arbitration initiation fee and all other costs of the arbitration proceeding, including the arbitrator's fees. Notwithstanding the venue selected in

Section 17, the arbitration will be held at a location where you reside unless you and Avantax both agree to another location or telephonic arbitration.

For information on filing your Demand for Arbitration, you may contact JAMS toll free at (800) 352-5267. To start an arbitration, you must do all of the following:

(1) Write a demand for arbitration (your “**Demand for Arbitration**”). Your Demand for Arbitration must include a description of the Claim and the amount of damages sought to be recovered, and you must attach a copy of all of these Terms and Conditions (including this arbitration provision). You can find a form of a demand for arbitration on the JAMS rules page at <http://www.jamsadr.com/rules-download/>.

(2) Send one (1) copy of your Demand for Arbitration to Avantax at: 2301 Rosecrans Avenue, Suite 5100, El Segundo, CA 90245, Attn: Deputy General Counsel - Litigation.

(3) Send two (2) copies of your Demand for Arbitration (with a copy of these Terms and Conditions attached) and proof of service of your Demand for Arbitration on Avantax at the address noted in subsection (2) above (for example, a copy of a certified mail return receipt requested or a sworn statement of service by a non-party over eighteen (18) years of age) to the JAMS Resolution Center of your choice (JAMS Resolution Centers are listed at <http://www.jamsadr.com/locations/>).

(4) Pay JAMS a two hundred and fifty dollar (\$250.00) arbitration initiation fee, unless you are entitled to a waiver of the fee under California Code of Civil Procedure Section 1284.3 or other applicable law.

In the event Avantax elects to start an arbitration with you, Avantax must write a Demand for Arbitration and send two (2) copies of it to JAMS and serve one (1) copy of Avantax’s Demand for Arbitration to you at the contact information that we have on file for you. Avantax will pay all costs of the arbitration proceeding, including the arbitrator’s fees, for any arbitration that Avantax commences.

The arbitration will be heard and determined by a single, neutral arbitrator selected in accordance with JAMS Rules. The arbitrator will render an award in accordance with JAMS Rules. Any award may be challenged if the arbitrator awards any relief that could not be awarded under the laws of the state in which the arbitration is held or in which the award is to be enforced. Except for the foregoing, the arbitrator’s decision in any such arbitration will be final and binding upon the parties and may be enforced in any federal or state court that has jurisdiction. You and Avantax agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

The terms of this Section do not preclude you or Avantax from seeking action by federal, state, or local government agencies. You and Avantax also have the right to bring qualifying Claims in small claims court. In addition, you and Avantax retain the right to apply to any court of competent jurisdiction for public injunctive relief and/or provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request will not be deemed incompatible with these Terms and Conditions, nor a waiver of the right to have disputes submitted to

arbitration as provided in these Terms and Conditions.

Neither you nor Avantax may act as a class representative, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or Avantax individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. Accordingly, you and Avantax agree that the JAMS Class Action Procedures do not apply to Avantax's arbitration. This arbitration provision and the procedures applicable to the arbitration contemplated by this provision are governed by the Federal Arbitration Act, notwithstanding any state law that may be applicable.

A court may sever any portion of this Section that it finds to be unenforceable, except for the prohibitions on any Claim being handled on a class or representative basis. No waiver of any provision of this Section will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver will not waive or affect any other portion of these Terms and Conditions. This Section will survive the termination of your relationship with Avantax and any termination of your access to and/or use of all or any part of any of the Site.

Important: This Section limits certain rights, including the right to maintain a court action, the right to a jury trial, the right to participate in any form of class or representative claim, the right to engage in discovery except as provided in the JAMS Rules, and the right to certain remedies and forms of relief. Other rights that you or Avantax would have in court also may not be available in arbitration.

19. **Entire Agreement.** These Terms and Conditions, as may be amended from time-to-time by Avantax, constitute the entire agreement between Avantax and you pertaining to the subject matter hereof. Certain provisions of these Terms and Conditions may be superseded by expressly designated legal notices or terms located on particular pages within this Site.