



## ELECTRONIC SERVICES AGREEMENT

Please read this Electronic Services Agreement before using any of the electronic services made available by Firsttrade Securities Inc. In order to use these services, you must agree to be bound by the following terms and conditions.

- 1. INTRODUCTION:** You acknowledge that this agreement between you and Firsttrade Securities Inc. states the terms and conditions regarding your use of any Electronic Service offered by Firsttrade Securities Inc. and other authorized third party service providers, including the use of such services to enter transactions in your Firsttrade Securities Inc. brokerage account. Your use of Firsttrade Securities Inc.'s Electronic Services will indicate your acceptance of the following terms and conditions. The terms and conditions set forth herein supplement the terms and conditions contained in the Firsttrade Securities Inc. Account Agreement and Information Guide furnished to you and by using Firsttrade Securities Inc.'s Electronic Services you confirm your agreement to comply with the terms and conditions set forth therein.
- 2. PROVISION OF SERVICES:** You acknowledge that for the purpose of this agreement Firsttrade Securities Inc.'s Electronic Services will be defined as any electronic or interactive product or service offered by Firsttrade Securities Inc. which allows Firsttrade Securities Inc. clients to: communicate with Firsttrade Securities Inc. or an authorized third-party service provider: to obtain information or quotations from Firsttrade Securities Inc. or an authorized third-party service provider; or enter into brokerage transactions with Firsttrade Securities Inc. includes electronic data communications transmitted by you to Firsttrade Securities Inc. through the use of personal, home or business computers connected by a modem or other device to an authorized telecommunications network designated by Firsttrade Securities Inc. You acknowledge that this agreement also governs your use of automated touch-tone telephone services through which you can obtain account information and quotations and to enter brokerage transactions. Firsttrade Securities Inc.'s Electronic Services include, but are not limited to, "Market Touch" and the services of any third-party information providers offered in conjunction with Firsttrade Securities Inc.'s electronic brokerage services. You acknowledge that Firsttrade Securities Inc. may modify or discontinue the Electronic Services offered pursuant to this agreement without prior notice to you.
- 3. COMMISSIONS, FEES AND CHARGES:** You agree to be fully liable for any and all brokerage commissions, fees, margin interest charges and payments due to Firsttrade Securities Inc. and/or Apex Clearing in connection with trades effected by you in your Firsttrade Securities Inc. brokerage account(s) through Firsttrade Securities Inc.'s Electronic Services. Such brokerage commissions, fees, margin interest charges and payments will be paid directly to Firsttrade Securities Inc. in accordance with the terms and conditions specified in the Firsttrade Securities Inc. Account Agreement and Information Guide. You agree that Firsttrade Securities Inc. may require a deposit before you can begin trading using Firsttrade Securities Inc.'s Electronic Services (deposited funds can be used toward payment of your first transaction). You agree to pay all fees and charges associated with

your use of any of Firstrade Securities Inc.'s Electronic Services, including, without limitation those of any third-party information providers offered through Firstrade Securities Inc.

4. **PASSWORDS AND SECURITY:** You acknowledge that you will be the only authorized user of Firstrade Securities Inc.'s Electronic Services for your account(s). You will be fully responsible for the confidentiality and use of your user name(s) and password (s) and you agree that you will be fully and solely responsible for all activities, including brokerage transactions, which arise from the use of your user name (s) or password(s) (except as provided for in paragraph 5 below). You also agree that you will be fully and solely responsible for all activities, including brokerage transactions, which arise from your authorization to link your brokerage account(s) to any other Firstrade Securities Inc. account(s). You acknowledge that we may tape record conversations with you, whether in person or by telephone, for purposes of verification and you consent to such recording.
5. **NOTIFICATION OF UNAUTHORIZED USE:** You agree that as a condition of being approved to use Firstrade Securities Inc.'s Electronic Services you will immediately notify Firstrade Securities Inc. if:
  - a. You have placed an order using Firstrade Securities Inc.'s Electronic Services and you do not receive an order number;
  - b. You have placed an order using Firstrade Securities Inc.'s Electronic Services and you do not receive an accurate written or electronic confirmation of the order, its execution or cancellation with- in five business days;
  - c. You have received confirmation of an order or orders which you did not place or any similar conflicting report; or
  - d. You become aware of any unauthorized use of your user name(s), password(s), or any product or service related to your brokerage account(s).

If you fail to notify Firstrade Securities Inc. immediately upon the occurrence of any of the above events, you agree that Firstrade Securities Inc. will not have any responsibility or liability to you or any other person whose claim may arise through you for any claims with the handling, mishandling or loss of any order. Any liability of Firstrade Securities Inc. arising out of any action or omission by Firstrade Securities Inc. with respect to the handling, mishandling or loss of any order shall be limited to an amount equal to the loss incurred due to the action or omission during the five business days after the date on which you first became obligated to give Firstrade Securities Inc. notice with respect to such transaction (s) pursuant to this Section. You agree that Firstrade Securities Inc. and/or any of its officers, directors, employees, agents or affiliates will not have any other liability to you or any other person whose claims may arise through you for any consequential, incidental, special or indirect damages, even if Firstrade Securities Inc. has been advised of the possibility of such damages. Firstrade Securities Inc. shall not be responsible for or deemed to be in default under this agreement due to any delay or failure in performance resulting directly or indirectly from any cause beyond Firstrade Securities Inc.'s reasonable control.

6. **WAIVER; LIMITATION OF LIABILITY; INDEMNIFICATION:** Online trading has inherent risk due to system response and access times that may vary due to market conditions, system performance, and other factors. You agree that your use of Firstrade Securities Inc.'s Electronic Services (website or mobile app or any other services) at your sole risk.

The services are provided "as is" and "as available". Neither Firstrade, employee nor any third party providers make any representations nor warranties express or implied, including, without

limitation, any implied warranties of merchantability or fitness for a particular purpose in respect of any services provided in connection with this account, or any information programs or products obtained from, through, or in connection with these services. In no event will Firstrade or any third party be liable for direct, indirect, incidental, or consequential damages resulting from any defect in or use of these services. You understand that to effect securities transactions will be limited in all respects to the terms and conditions of this agreement and any other agreement between you and Firstrade Securities Inc.

Firstrade Securities Inc. will have no liability to you with respect to any transaction or attempted transaction by you which is not in accordance with the terms and conditions specified herein or in such other agreement and you will indemnify Firstrade Securities Inc. from any claim of a third party related to any such transaction or related transaction.

YOU UNDERSTAND AND AGREE THAT FIRSTRADe, ITS RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND PROVIDERS WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES UNDER ANY CIRCUMSTANCES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, TRADING LOSSES, AND DAMAGES) THAT YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THE SERVICE PROVIDED BY FIRSTRADe UNDER THIS AGREEMENT, INCLUDING YOUR USE OF THE APP, THE WEBSITE, THE MARKET DATA, THE INFORMATION, OR THE CONTENT. FIRSTRADe, AND ITS RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES SHALL NOT BE LIABLE BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF OUR SYSTEM, REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

You also agree that Firstrade, its respective officers, directors and employees (collectively, "Indemnified Parties") will have no responsibility or liability to you in connection with the performance or non-performance by any exchange, clearing organization, market data provider, or other third party (including other broker-dealers and clearing firms, and banks) or any of their respective agents or affiliates, of its or their obligations relative to any securities. You agree that Indemnified Parties will have no liability, to you or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure, market data availability or quality, exchange rulings or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that you may incur in connection with your use of the App, the Website, and other services provided by Indemnified Parties under this Agreement. Further, if you authorize or allow third parties to gain access to Firstrade's services, including your Accounts, you will indemnify, defend and hold harmless Firstrade, and Firstrade and its respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use.

7. **ACCOUNT RESTRICTIONS:** You agree that Firstrade Securities Inc. reserves the right in its sole discretion to reject, cancel or modify any order which you have placed through Firstrade Securities Inc.'s Electronic Services for any reason and without prior notice to you, including orders for which

you have received an order number. You acknowledge that any order you place which Firstrade Securities Inc., in its sole discretion, deems to be disruptive to the securities markets, unusual in size, ripe or credit risk or which exceeds Firstrade Securities Inc.'s usual authorized limits may be subject to rejection, cancellation or modification. You acknowledge that market orders cannot always be canceled and the order may be executed before the request for cancellation is received by Firstrade Securities Inc. You acknowledge that your orders may not be reviewed for accurateness and/or suitability by Firstrade Securities Inc. prior to their submission to a market center and you agree that you are fully responsible for determining the suitability of your orders and your investment decisions. You acknowledge that Firstrade Securities Inc. may, in its sole discretion, place trading restrictions on your account(s).

8. **SUSPENSION OR TERMINATION OF SERVICES:** You agree that Firstrade Securities Inc. reserves the right in its sole discretion to suspend or terminate your access to any or all of Firstrade Securities Inc.'s Electronic Services for any reason and without prior notice to you. You agree not to hold Firstrade Securities Inc. responsible or liable for any disruptions in service due to: telephone network, computer network or other system problems beyond the control of Firstrade Securities Inc.; system maintenance or system upgrades; or any other event or circumstance beyond the control of Firstrade Securities Inc.
9. **PROVISION OF MARKET DATA AND THIRD-PARTY INFORMATION:** You agree that the market data, news and other information provided to you through Firstrade Securities Inc.'s Electronic Services (directly or indirectly through an authorized third-party information provider) are for your personal use only and that you will not retransmit or republish these data in any form. You acknowledge that the data provided to you are obtained from sources believed to be reliable, are provided solely on a best efforts basis for your convenience and that no guarantees are made by Firstrade Securities Inc. or any information provider as to their accuracy, completeness, timeliness or correct sequencing. You acknowledge that while access to investment recommendations, advice, opinions and judgments is available through Firstrade Securities Inc.'s Electronic Services, none are developed or endorsed by Firstrade Securities Inc. You agree not to hold Firstrade Securities Inc. for its information or its information providers liable for any investment decision you may make based on your reliance on or use of such data or any liability which may arise due to delays or interruptions in the delivery of such data for any reason.
10. **AMENDMENTS:** You agree that Firstrade Securities Inc. may change the terms and conditions of this agreement, in whole or in part, upon notice to you; no provision of this agreement may be amended in any other manner. You agree to use Firstrade Securities Inc.'s Electronic Services and any additional services offered through Firstrade Securities Inc. in the future only in accordance with the terms and conditions specified in this agreement as amended from time to time by Firstrade Securities Inc. and that any amendments to the terms and conditions will be deemed effective upon dissemination by Firstrade Securities Inc. Use of Firstrade Securities Inc.'s Electronic Services after receipt of such amendments will be deemed to be acceptance of such amendments.
11. **ENTIRE AGREEMENT:** This agreement, together with your account agreement(s) and any user license agreement(s) to which you may be a party (including the Firstrade Securities Inc. Account Agreement and Information Guide), contains the entire agreement between you and Firstrade Securities Inc. with respect to the subject matter contained in this agreement and supersedes all prior communications, whether oral, written or electronic. If any provision of this agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial

decision, that determination shall not affect the validity of the remaining provisions of this agreement. This agreement will be governed by the laws of the State of New York.