

Terms of Use – Antigravity Investments

Antigravity (hereinafter the “Website”) is operated by Antigravity Investments, Inc. (“AI”), an investment adviser registered with the Securities and Exchange Commission (“SEC”).

1. ACCEPTANCE

The Website and services provided through the Website (the “Service”) is subject to the following Terms of Service (“Terms”); access to certain services provided through the Website is subject to the Terms and other agreements specifically related to such services. In this document, “you” means the person using the Website; “we” or “us” means AI.

Read the Terms carefully. **BY USING THE ONLINE SERVICES, YOU AGREE TO THESE TERMS OF USE.**

2. ACCESS

Browser support. The Website supports the two latest versions of these web browsers: Chrome, Internet Explorer, Firefox, and Safari. Due to the rapidly evolving nature of web technology, we cannot guarantee the accuracy or functionality of information or advice offered on the Website unless viewed in a supported browser.

Secure Areas and Restricted Access. Access to secure areas of the Website is restricted to authorized users only. AI reserves the right to restrict access to certain areas of the Website, or at its discretion, this entire Website. Unauthorized persons attempting to access these areas of the Website may be subject to prosecution.

If AI provides you with a user ID and password to enable you to access restricted areas of the Website, you must ensure that the user ID and password are kept confidential. You alone are responsible for your password and user ID security and for all activities that occur when using your password and user ID.

You agree to immediately notify AI of any actual or suspected unauthorized use of your account. AI will not be responsible for failure to comply with the above.

AI may disable your user ID and password at its sole discretion without notice or explanation.

US Clients Only. The Website is intended to be made available only to individuals in the United States, and the information on the Website is only for such persons. Nothing on the Website shall be considered a solicitation to sell advisory services to any person in any jurisdiction where such offer or solicitation would be unlawful under the laws of such jurisdiction. You may not use the Service and may not accept the Terms if (a) you are not of legal age (either under the laws of Delaware or the laws of the jurisdiction of which you are a resident or from which you use the Website) to form a binding contract with us, or (b) you are a person barred from using the Service under the laws of the United States or other countries including the country in which you are resident or from which you use the Service.

3. PRIVACY AND SECURITY

Privacy. Information about how AI works to protect your privacy, can be found in our privacy policy (the “Privacy Policy”).

Telephone call monitoring and recording. Authorized AI employees or agents may monitor and record all or portions of your telephone calls to AI for quality control, customer service, employee training, security, legal compliance, and other lawful purposes. Your consent will be ongoing and need not be confirmed prior to, or during such monitoring or recording, except to the extent applicable law expressly requires otherwise.

Communications. By using the service or the content of the Website, you consent to any form of recording and retention of any communication, information and data exchanged between you and AI or its representatives or agents. All e-mail sent to and from AI will be received or otherwise recorded by the AI e-mail system and is subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient. Communications through the Website may involve the electronic transmission to any e-mail address you provided to us, of information that you may consider to be personal financial information and you agree and consent to such transmission of such information.

Confidentiality of Information. AI has taken reasonable steps to ensure the confidentiality of information taken through the Website and transmitted via the internet. However, unexpected changes in technology may be used by unauthorized third parties to intercept confidential information, and we cannot be responsible should confidential information be intercepted and subsequently used by an unintended recipient.

Please read our customer Privacy Policy for further information on confidentiality of information.

Links. Clicking on certain links within the Website may take you to other websites which are not maintained by AI. Links to other websites are provided solely for your convenience. A link to another website is not an endorsement of the website, its content, or its sponsoring organization. AI assumes no responsibility or liability for the content, accuracy, reliability or opinions expressed in a website, to which the Website is linked (a “Linked Website”) and such Linked Websites are not monitored, investigated, or checked for accuracy or completeness by AI. It is your responsibility to evaluate the accuracy, reliability, timeliness and completeness of any information available on a Linked Website. All products, services and content obtained from a Linked Website are provided “as is” without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, security, or accuracy.

Data Collection. When you visit the Website, we collect certain anonymous information about you, including, device-related information and server log information. We also collect information that you input into our Website. We use this information to better understand our visitors and our business, to provide the services you request, and to enhance the Service.

To collect information about your visit to the Website, we use tools such as cookies, pixels and analytic services. Cookies are small pieces of data that are stored on your computer, mobile phone or other device. Pixels are small code blocks on a website or email that allow for another server to

measure viewing of a webpage or email and often are used in connection with cookies. We use cookies in order to improve your experience with the Website. We use a cookie that only stores anonymous information to distinguish users between visits. Cookies and similar technologies are not required for site functionality. You are not required to accept cookies to use this site. We use analytics tools to collect information about the usage of the Website. These analytics services collect information such as how often users visit this site, what pages they visit, when they do so, and what other sites they used prior to coming to this site. For more information on how we gather and protect your data please review our Privacy Policy.

4. TRADEMARKS

We work hard to make sure our goods and services are easily recognizable. We do this by associating our goods and services with our trademarks (“Mark” or collectively “Marks”). This is why our Marks cannot be used in any manner that is deceptive or disparaging, or in connection with any product or service that is not ours. Without our prior written consent, using a Mark constitutes trademark infringement and unfair competition in violation of federal and state laws.

The following is a non-exhaustive list of our Marks. The absence of a product or service name or logo from this list does not constitute a waiver of trademark or other intellectual property rights.

- Antigravity
- Antigravity Investments
- Antigravity Investments, Inc.

For more information on how to use our Marks contact support@antigravityinvest.com

5. COPYRIGHT

AI maintains the Website and is the owner or the authorized user of all text, images, graphics, photos, animation, music, sounds and other materials contained within the Website. The materials contained within the Website, including, without limitation, any copyrights, trademarks, service marks, and all other proprietary materials, are protected by the U.S. and international copyright laws and treaty provisions, trademarks laws, and other proprietary rights laws. AI also owns a copyright in the selection, coordination and arrangement of the material contained within the Website.

The material contained within the Website is provided by AI for use by Users and Clients (as defined in the Privacy Policy), and AI’s employees. The material may not be copied, republished, incorporated into another website or reproduced (whether by linking, framing, or any other method), transmitted, distributed, uploaded, posted, used to create a derivative work or exploited in any other way without the express written consent of AI.

Digital Millennium Copyright Act

AI respects the intellectual property rights of others and expects its users to do the same. Pursuant to the Digital Millennium Copyright Act of 1998 (the “DMCA”), AI will respond expeditiously to notices of alleged copyright infringement on the Website that are reported to AI.

AI prohibits copyright infringing activities on the Website and will, if properly notified of infringing files, expeditiously remove or disable access to such files. Upon receipt of the notice, AI will take whatever action, in its sole discretion, it deems appropriate, including removing or disabling access to the material without prior notice, to the extent it is technologically possible given the nature of the Website.

Notice. If you are a copyright owner, or agent thereof, please report alleged copyright infringements taking place on or through the Website or other Antigravity services by completing a DMCA notice of alleged infringement and delivering it to AI. Upon receipt of a notice, AI will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Website.

Counter notice. Once an appropriate notice is received, Antigravity will follow the procedures provided in the DMCA, which set forth a notice and takedown process, subject to the alleged infringer's right to submit a counter-notification claiming lawful use of the copyright or other intellectual property interest that is allegedly infringed. Any notices or counter notices received may be sent to support@antigravityinvestments.com.

Please provide the following information to us:

- Identify the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by this Notice, a representative list of the copyrighted works that are claimed to have been infringed.
- Identify the material or activity claimed to be infringing or to be the subject of infringing activity and provide information reasonably sufficient to locate the material, including, at minimum, if applicable, the URL.
- Provide information reasonably sufficient to permit us to contact you, such as a mailing address, telephone number, and, if available, e-mail address.
- Include both of the following statements in the body of the notice:

“I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”

“I hereby state that the information in this notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

Sign the notice by providing a physical or electronic signature along with your full legal name.

Deliver this notice, with all items completed, to support@antigravityinvestments.com.

6. RESTRICTIONS ON USE

You must not use the Website in any way that causes, or may cause, damage to or impairment of the availability of accessibility of the Website or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software that interferes with the proper working of the Website.

You must not conduct any systematic or automated data collection activities on or in relation to the Website without AI's express written consent. This includes scraping, data mining, data harvesting, 'framing', article 'Spinning', or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Website or any portion of the Website, without AI's express written consent.

You must not use this Website or any part of it to transmit or send unsolicited commercial communications or use this Website for any purposes related to marketing without the express written consent of AI.

You must not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You shall not use any robot, scraper or other means to access any aspect of our Website or equipment for any purpose.

You shall not sign up under a false name.

7. INVESTMENT TOOLS AND MODEL PREDICTIONS

Although AI carefully evaluates potential returns based on historic performance, AI makes no representation regarding the likelihood or probability that any actual or proposed account allocation will in fact achieve a particular investment outcome or goal. Past performance is not a guarantee of future success, and market volatility means that returns in any period may be far above or below those of a previous period. Some customers have investment results that materially differ from those indicated by our investment tools and projections. Investments arranged through AI may lose value. AI is unable to predict or forecast market fluctuations or other uncertainties that may affect the value of any investment. Model predictions are inherently limited in that they do not represent actual trading nor material, economic or market factors that might have had an impact on AI's advice. The portfolio performance projected by the Website is based on AI's current recommended portfolios and broad market indexes, for periods that predate the issuance of funds in our current recommended portfolios. Portfolio performance projected by the Website accounts for the reinvestment of dividends as well as investment fees. While the Website is designed to provide helpful investing guidance, as a self-directed investor, you must carefully consider the appropriateness of the proposed investments in light of your own personal financial circumstances, including cash flow needs, tax circumstances, or other complex or subjective concerns. You are urged to use all available resources to educate yourself about investing in general, as well as the investments and the overall composition of your brokerage accounts.

Additionally, market conditions and your personal financial circumstances may change suddenly or gradually over time. Monitoring and adjusting your AI account to suit changing circumstances is your responsibility, and it is recommended that you reassess any investing program on a regular

basis to ensure that it remains consistent with your current financial resources and investment objectives.

AI provides its investment advisory services only to Clients (as defined in the Privacy Policy) pursuant to a written investment advisory agreement. Articles, commentaries, investment plans and other content provided by AI on or through the Website are for illustrative or educational purposes only and do not constitute investment, legal or tax advice, or an offer to buy, sell or hold any security. Forecasts or projections of investment outcomes in investment plans are estimates only, based upon numerous assumptions about future capital market returns and economic factors. As estimates, they are imprecise and hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. Diversification does not ensure a profit or protect against a loss in a declining market. There is no guarantee that any particular asset allocation or mix of funds will meet your investment objectives or provide you with a given level of income. Investing entails risks including the possible loss of principal and there is no assurance that the investment will provide positive performance over any period of time. Please read AI's Form ADV Part 2 (Brochure) carefully prior to becoming a client.

8. BUSINESS CONTINUITY STATEMENTS

SEC Rules require investment advisers to create and maintain a business continuity plan (the “Plan”). In accordance with these rules, AI has developed a plan that is intended to permit us to continue critical business operations during natural disasters, power outages or other significant events.

While there can be no assurance that service will continue without interruption in all circumstances, the Plan addresses the actions that AI will take in the event that there is a significant disruption. Account access is planned to be restored as the first step, which would be followed by other critical business operations.

If there is a local disruption to the operating facilities of AI, the Plan calls for AI to establish operations from an alternate location.

We maintain data backup records, located well away from our primary facility so that they would not be affected by a regional disruption. We intend for account access to be available through these records should the primary data center suffer a disruption. Our plan will be reviewed, updated and tested periodically.

9. DATA AGGREGATION

AI may include a service that links your Outside Account Information as defined in the Privacy Policy) to your plan account (the “Aggregation Service”). If you choose to use the Aggregation Service, the following additional terms apply to you, and by using the Aggregation Service, you agree with these terms. You agree to provide true, accurate, current and complete information about yourself, and your accounts maintained at other web sites (“Account Data”) and you agree to not misrepresent your identity or your Account Data. You agree to keep your Account Data up to date and accurate. By using the Aggregation Service, you authorize AI and its service providers to access third party sites designated by you, on your behalf, to retrieve information requested by

you. For all purposes hereof, you hereby grant AI and its service providers a limited power of attorney, and you hereby appoint AI and its service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party sites, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN AI OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, AI AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Aggregation Service is not endorsed or sponsored by any third party account providers accessible through the Aggregation Service.

AI AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (i) THE AGGREGATION SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE AGGREGATION SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE AGGREGATION SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE AGGREGATION SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE AGGREGATION SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT THAT ANY PART OF THIS SECTION IS NOT CONSISTENT WITH ANY OTHER PART OF THE TOS, THEN THIS SECTION WILL CONTROL.

10. LIMITED LIABILITY

NEITHER AI NOR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE INFORMATION AT THE WEBSITE, NOR THE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES OF AI, ARE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR THE USE OF THE WEBSITE OR A LINKED WEBSITE OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE OR A LINKED WEBSITE, WHETHER OR NOT AI IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO, THE

TRANSMISSION OF ANY VIRUSES, DATA OR HARMFUL CODE THAT MAY AFFECT YOUR EQUIPMENT OR ANYONE ELSE'S EQUIPMENT, ANY INCOMPATIBILITY BETWEEN THE WEBSITE'S FILES AND YOUR BROWSER OR OTHER WEBSITE ACCESSING PROGRAM, OR ANY FAILURE OF ANY ELECTRONIC OR TELEPHONE EQUIPMENT, COMMUNICATION OR CONNECTION LINES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, OR ANY FORCE MAJEURE. AI DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE WEBSITE OR A LINKED WEBSITE. THE CONTENT, ACCURACY, OPINIONS EXPRESSED, AND OTHER LINKS PROVIDED BY LINKED WEBSITES ARE NOT NECESSARILY INVESTIGATED, VERIFIED, MONITORED OR ENDORSED BY AI. THE INFORMATION, SOFTWARE, PRODUCTS AND DESCRIPTION OF SERVICES PUBLISHED ON THE WEBSITE OR A LINKED WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND AI SPECIFICALLY DISCLAIMS ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION ON THE WEBSITE AND LINKED WEBSITES. AI MAY MAKE IMPROVEMENTS OR CHANGES TO THE WEBSITE AT ANY TIME.

11. NO WARRANTIES

ALL PRODUCTS, SERVICES, AND INFORMATION ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY. NEITHER AI NOR ANY THIRD-PARTY SUPPLIER PROVIDES ANY WARRANTIES AS TO THE ACCURACY, ADEQUACY, QUALITY OR FITNESS, TIMELINESS, NON-INFRINGEMENT OR TITLE OF ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED BY YOU, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AI AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, SERVICES, AND INFORMATION AND THE PRODUCTS, SERVICES, AND INFORMATION, AND ALL INFORMATION DERIVED FROM THEM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, ALTHOUGH AI INTENDS TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS TO THE SERVICE, AI DOES NOT WARRANT THAT THE SERVICE OR CONTENT CONTAINED IN THEM WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY INFORMATION OR OTHER MATERIAL ACCESSIBLE THROUGH THE SERVICE IS FREE OF ERRORS, VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS.

HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

12. INDEMNIFICATION

You agree to indemnify, defend and hold harmless AI and its affiliates, officers, directors, employees, consultants, agents and licensors from any and all third-party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from your failure to comply with these Terms, your infringement or violation of any intellectual property or other right of a third party, or from your violation of any applicable law.

13. FAILURE TO COMPLY WITH THESE TERMS

AI may suspend or terminate your account and/or deny you access to use the Website, without prior notice, if you engage in any conduct that AI believes, in its sole discretion: (a) violates any term or provision of the Terms, (b) violates the rights of AI or third parties, or (c) is otherwise inappropriate for continued access and use of the service. In the event of any suspension or termination, while your right to access the Website terminates, the other provisions of these Terms continue in effect.

14. MODIFICATIONS TO TERMS; OTHER AGREEMENTS

We reserve the right to make changes to these Terms at any time. Any such modifications will become effective upon the date they are first posted to this Website. These Terms are in addition to any other agreements between you and AI that govern your use of the services, content and information available on the Website.

15. MODIFICATION TO WEBSITE

We may at any time and from time to time modify or discontinue, temporarily or permanently, this Website (or any part thereof) with or without notice. We shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Website.

16. TERMINATION

You agree that, without notice, AI may terminate these Terms, or suspend your access to AI's service or content, with or without cause at any time and effective immediately. These Terms will terminate immediately without notice from AI if you, in AI's sole discretion, fail to comply with any provision of these Terms. AI shall not be liable to you or any third party for the termination or suspension of the service or the content, or any claims related to such termination or suspension.

17. ARBITRATION

Except for the right of any party to apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, to the extent permitted by law, any controversy, dispute or claim arising out of or relating to these Terms will be submitted to binding arbitration in the state of Delaware before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party will be entitled to reasonable attorneys' fees, costs and expenses. This agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

18. CHOICE OF LAW

You agree that these Terms shall be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. Any legal action or proceeding arising under these Terms will be brought exclusively in courts located in New Castle County, Delaware, and you hereby irrevocably consent to the personal jurisdiction and venue therein.

19. VENUE

You agree that the proper forum for claims not subject to arbitration under the Terms (or for enforcement of any arbitration award) will be the state or federal courts located in New Castle County, Delaware, and you agree to submit to the jurisdiction of these courts for any claims or disputes between you and AI, pertaining directly or indirectly to these Terms. With respect to any such proceeding or action brought in such courts, you hereby irrevocably waive, to the fullest extent permitted by law: (a) any objection you may have now or in the future to such jurisdiction or venue, and (b) any claim that such action or proceeding has been brought in an inconvenient form. Nothing limits either party's right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or any other form of relief.

20. WAIVER AND SEVERABILITY

Any waiver of any provision contained in these Terms shall not be deemed to be a waiver of any other right, term or provision of these Terms. If any provision in these Terms shall be or become wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent it is legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.