

Pathworks Financial, Inc.

Terms of Use

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PLEASE READ THROUGH THESE TERMS OF USE CAREFULLY.

By using this Website (this “Website”), you are deemed to have entered into an agreement (this “Agreement”) with Pathworks Financial, Inc. (“Pathworks,” the “Company” or “we” or “us”) to be bound by the terms set forth below. Pathworks reserves the right, at its sole discretion, to revise, modify, add, or delete portions of these terms at any time. Notification of changes in this Agreement will be posted on the Website.

ANY OPINIONS EXPRESSED ON THIS WEBSITE ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND PATHWORKS IS NOT UNDER ANY OBLIGATION TO UPDATE OR KEEP CURRENT THE INFORMATION CONTAINED HEREIN. PATHWORKS ACCEPTS NO LIABILITY WHATSOEVER FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THE USE OF ALL OR ANY PART OF THIS WEBSITE.

TRANSMISSION OF THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO CREATE, AND RECEIPT DOES NOT CONSTITUTE A CLIENT-ADVISOR RELATIONSHIP WITH PATHWORKS.

PURPOSE

The purpose of this Website is to provide you with the opportunity to receive limited financial plan recommendations at no cost. You agree to cooperate in preparing the financial planning recommendations by completing any data gathering form and supplying various financial documents and other relevant financial information which we shall consider necessary to provide you with your financial planning recommendations. You acknowledge that because the financial planning recommendations will be based on the information you provide us, the completeness and accuracy of the information provided is very important. Should you choose to implement the financial planning recommendations made by us, we may recommend our own services. You are hereby advised that a conflict of interest exists if we recommend its own services. You are not obligated to use our services to implement any such recommendation nor are you obligated to act upon any of the recommendations made by us. You retain absolute discretion over all such implementation decisions and are free to accept or reject any of our recommendations. Prior to having Pathworks implement any financial planning recommendation, you will be required to enter into the appropriate investment advisory agreement with us. Beyond providing you with the free financial planning recommendations contemplated by this Website, Pathworks is under no obligation to provide any additional services.

NOT FINANCIAL ADVICE

The material on this Website has no regard for the specific investment objectives, financial situation, or particular needs of any visitor. It is published solely for informational purposes and is not to be construed as a solicitation, nor does it constitute advice, investment, tax, legal or otherwise. References made to third parties are based on information obtained from sources

believed to be reliable but are not guaranteed to be accurate. Visitors should not regard it as a substitute for exercising their own judgment. Pathworks' comments are an expression of opinion. While Pathworks believes its statements to be true, they always depend on the reliability of Pathworks' own credible sources. Pathworks recommends that you consult a licensed, qualified investment advisor before making any investment decisions.

Updates and Amendments

We may update or amend these Terms of Use from time to time at our discretion. Any update or amendment to these Terms of Use shall be effective if notice is provided to you. You agree that posting such changes on this Website constitutes reasonable and sufficient notice. Any such amendment will be effective as such revised Terms of Use are posted by Pathworks. Your continued use of this Website (including any updates or other versions thereof) after we post or provide notice of any changes to these Terms of Use constitutes your agreement to those changes. If you do not agree to these Terms of Use (or any updates to or modified versions thereof), you should discontinue use of the Website immediately.

Access and Registration

In order to use the services offered on this Website, you need the equipment necessary to connect to the World Wide Web and the connection necessary to access the WWW. You are responsible for any fees associated with such connection or access (such as those charged by an Internet Service Provider (ISP) or other online service). You will also need an appropriate computer, related equipment, and software (your "Computer") to use this Website. You are responsible for installing, maintaining, and operating your Computer. Pathworks is not responsible for any problems associated with your use of the software on your Computer that are caused by your Computer, including any virus or related problems associated with your use of the services offered on this Website on your Computer. You agree you will: (a) provide accurate and complete information when prompted to do so by any registration form, and (b) maintain and update such information so it remains accurate and complete.

Limitations

There is a limit of one free financial plan per every 18 months.

Agreement with Respect to Terms of Use

These Terms of Use constitute a legally binding agreement between the Company and you. You are responsible for regularly reviewing these Terms of Use. You can review the most current version of the Terms of Use at any time on this Website. You acknowledge that you have read these Terms of Use and accept, understand, and will be bound by such terms and conditions. You further acknowledge that these Terms of Use, together with the Privacy Policy (as defined below), represent the complete and exclusive statement of the agreement between us and supersede any proposal or prior agreement, oral or written, and any other communications between us relating to your access or use of this Website.

Use and Restrictions

Content and Materials

All text, videos, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, artwork, algorithms, functionalities, features and computer code, including, but not limited to, design, structure, “look and feel” and arrangement of the content available on this Website (collectively, the “Content”) is owned, controlled or licensed by or to us, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. The Content and this Website are owned by the Company and/or its licensors and suppliers (which may include lessors, lessees, owners, sellers, buyers, agents, brokers, multiple listing services, builders, service providers, content providers, vendors and others) (collectively, “Licensors and Suppliers”). Except as expressly provided in these Terms of Use, no part of this Website or the Content may be copied, reproduced, republished, posted, publicly displayed, translated, or distributed in any way. Subject to the limited rights to use this Website pursuant to these Terms of Use, we retain all right, title and interest in and to this Website, including all related intellectual property contained therein. Any use or reliance on any Content posted on this Website or obtained by you through this Website is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content posted on this Website.

Copyright Policy

In connection with this Website, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of this Website who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of this Website, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to Pathworks: (a) your physical or electronic signature; (b) identification of the copyrighted work(s) that you claim to have been infringed; (c) identification of the materials on our services that you claim is infringing and that you request us to remove; (d) sufficient information to permit us to locate such material; (e) your address, telephone number, and email address; (f) a statement that you have a good faith belief that use of the objectionable materials are not authorized by the copyright owner, its agent, or under the law; and (g) a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney’s fees incurred by us in connection with the written notification and allegation of copyright infringement.

Links to Other Websites

This Website may contain links to independent third-party websites, and we may provide links to third-party websites as part of the Services (in all cases “Linked Websites”). These Terms of Use apply only to this Website, and not to the Linked Websites and you acknowledge and agree that we are not responsible for the availability of Linked Websites. We do not endorse (and you acknowledge and agree that we are not responsible or liable for) any content, advertising, products, services, or other materials on or available from the Linked Websites.

We have not tested, nor do we review, monitor, or verify any information, software, or products found on any Linked Website and therefore do not make any representations about those platforms or any associated products or services. You will need to make your own independent judgment regarding your interaction with a Linked Website. It is your responsibility to evaluate the accuracy, reliability, timeliness, and completeness of the content of Linked Websites. We accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature, or reliability of third-party websites, including, without limitation, Linked Websites. You should review applicable terms and policies, including privacy and data gathering practices, of Linked Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Except as otherwise provided by applicable law, you further acknowledge and agree that we will not be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products, services or other resources available on or through any Linked Website (regardless of whether we directly or indirectly link to such content, advertisements, products, services or other resources).

You should direct any concerns with respect to any other application to that Linked Website's administrator or webmaster.

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Subject to the provisions in these Terms of Use, you may use this Website for non-commercial purposes to obtain a free financial plan and learn about Pathworks' investment advisory services.

Subject to these Terms of Use, we hereby grant you a personal, nontransferable, nonexclusive, non-sublicensable license to use the user interface of this Website and the Content in accordance with these Terms of Use, and for no other purpose. All rights, title and interest in and to the user interface and Content, including any software, on or through this Website shall belong to us or our Licensors and Suppliers, including all modifications thereof and enhancements thereto. Except as expressly provided in these Terms of Use, no part of this Website or the Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent. The license granted to you pursuant to these Terms of Use is solely for your personal use (but not for resale or redistribution) as a user of this Website and may not be used for any other purposes. You have no right or claim of right to the Content or any unique ideas found on this Website. No ownership rights are granted to you hereunder and no title is transferred hereby.

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- use or launch any automated system, including “robots,” “spiders,” or “offline readers,” to access the Content or our systems or to “data mine” or in any way reproduce or circumvent the navigational structure or presentation of this Website;
- attempt to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- attempt to gain unauthorized access to our computer network or user accounts;
- in any way misuse the Content that appears on this Website; and
- modify, copy, distribute, publish, license or sell the Content or any derivative work based on the Content.

Standards and Conduct Guidelines

You acknowledge that the Content and all information, whether posted at our request or voluntarily, and whether publicly posted or privately transmitted (collectively, the “Postings” and the forums in which Postings are posted, including any chat, message board, blog, groups, and profile communications chat room, each an “Area”), are the sole responsibility of the person who made such Postings. This means that you are entirely responsible for all Postings that you post, email or otherwise transmit to this Website. We do not control the Postings posted, emailed or otherwise transmitted on this Website by others and, as such, we do not guarantee the accuracy, integrity or quality of such Postings. Although we have adopted standards and conduct guidelines for the users of this Website (as described below), you understand that by using this Website, you may be exposed to Postings that are offensive or objectionable. Except as provided by applicable securities laws, under no circumstances will we be liable in any way for any Postings (other than for the Content developed by us), including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the use of any Postings posted, emailed or otherwise transmitted to or through this Website.

You agree not to use this Website to:

- Upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion);
- Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;
- Impersonate any person or entity, including, but not limited to, any user of this Website, a director, officer, employee, shareholder, agent or representative of Pathworks or of any of its affiliates, or any other person or entity, or falsely state or otherwise misrepresent your affiliation with Pathworks, or any other person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to or through this Website;
- Upload, post, email or otherwise transmit any Postings or other materials that you do not have a right to upload, post, email or otherwise transmit under any law or under

contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- Upload, post, email or otherwise transmit any Postings or other materials that infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party;
- Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of commercial solicitation, except in those areas, if any, that are specifically designated for such purpose;
- Upload, post, email or otherwise transmit any Postings or other materials that contain software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of an any Area (or other portion of this Website) are able to type, or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user’s experience of this Website;
- Interfere with or disrupt this Website or servers or networks connected to this Website, or disobey any requirements, procedures, policies or regulations of networks connected to this Website;
- Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;
- Stalk or otherwise harass another user or employee of this Website; and
- Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of this Website, including usernames or passwords.

Your privilege to use this Website and contribute to discussions depends on your compliance with the standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of this Website and/or take any other appropriate measures to enforce these standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to our standards and conduct guidelines, or any part of these Terms of Use, we may terminate, in our sole discretion, your use of, or participation in, any Area.

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You hereby waive any claim or loss you may have as relates to any Posting in any Area, including your reliance on any such Posting to purchase or sell any securities or take any other action.

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Disclaimer of Warranties

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make any claims against us with respect to products or services purchased through your use of this Website.

This Website may be subject to limitations, delays, and other problems inherent in the use of the Internet, mobile devices, and electronic communications. We are not responsible for any delays, delivery failures or other damages resulting from such problems. We do not guarantee that this Website will be operable at all times. We reserve the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to this Website, or any portion of this Website; (2) to modify or change this Website, or any portion of this Website, and any applicable policies or terms (except as described in the Privacy Policy); and (3) to interrupt the operation of this Website, or any portion of this Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

THESE DISCLAIMERS ARE INDEPENDENT OF ANY OTHER TERM IN THESE TERMS OF USE.

Limitation of Remedies

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THIS WEBSITE OR ITS CONTENT, WITH THE DELAY OR INABILITY TO ACCESS OR USE THIS WEBSITE, OR FOR ANY CONTENT, SOFTWARE, PRODUCTS AND SERVICES MADE AVAILABLE OR OBTAINED THROUGH THIS WEBSITE OR ITS CONTENT, OR OTHERWISE ARISING OUT OF THE USE OR ACCESS TO THIS WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PATHWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ANY CONTENT MADE AVAILABLE OR OBTAINED THROUGH THE USE OF THIS WEBSITE, AND ALL OTHER USE OF THIS WEBSITE, IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS THEREFROM.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS WEBSITE OR ITS CONTENT OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS WEBSITE.

Indemnification

You agree to indemnify, hold harmless and, at our option, defend us and our affiliates, and our and their officers, directors, employees, shareholders, agents and representatives (collectively, "Indemnified Persons") from any and all third party claims, liability, losses, damages, expenses and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from your improper use of this Website, your violation of these Terms of Use, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity, and your use of the Content generated, uploaded, or otherwise provided by you in accordance with these Terms of Use.

Parental or Guardian Consent

INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO SUBSCRIBE TO ANY OF OUR SERVICES.

Important Consumer Information

1. Pathworks is an investment adviser registered with the United States Securities and Exchange Commission ("SEC"). Registration with the SEC does not imply that Pathworks or any individual providing investment advisory services on behalf of Pathworks possesses a certain level of skill or training.
2. An investment adviser or investment adviser representative may only transact business in a particular state after licensure or satisfying qualifications and requirements of that state, or only if they are excluded or exempted from the state's investment adviser or investment adviser representative requirements, as the case may be.

Additional information about Pathworks is also available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for Pathworks is 138393.

Confidentiality; Security

Persons contacting Pathworks through this Website should not send sensitive, privileged, or confidential information. You acknowledge that by submitting communications to Pathworks, no confidential, fiduciary, contractual, or other relationship is created between you and Pathworks other than pursuant to these Terms of Use. You are responsible for all activity occurring through use of your account and/or password. You agree to immediately notify Pathworks of any actual or suspected unauthorized use of your account. Pathworks will not be responsible for any loss to you arising from your failure to comply with the above.

Additional Terms

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Our failure to enforce the strict performance of any of the provisions of these Terms of Use or the Agreements will not waive our right to later enforce those provisions. These Terms of Use and the Privacy Policy are the entire agreement between you and us relating to the subject matter herein.

These Terms of Use shall be governed by and construed in accordance with federal law and any applicable laws of the State of Michigan (without regard for conflicts of law principles). You and we agree and irrevocably submit to the exclusive jurisdiction of the courts of the State of Michigan and (to the extent it has sufficient matter jurisdiction) of the federal courts in the State of Michigan with respect to any legal action or proceeding arising out of or relating to these Terms of Use or the matters or services contemplated hereby, and consent to the service of process by the mailing to such party of copies thereof by certified mail to the other party. Each of the parties irrevocably waives, to the fullest extent permitted by law, any objection which it may now or

hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

Except as otherwise specified in these Terms of Use, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the first business day after sending by e-mail. Notices to us must be sent in writing to the following address: 43155 Main Street, Ste. 212, Novi, MI 48375 and notices to you will be sent to the e-mail address you provide to us, which addresses may be updated from time to time upon written notice to the other party.

The term of these Terms of Use will continue for as long as we allow you access to and use of the Application and/or the Services. Sections titled "Content and Materials," "Warranties, Disclaimers and Limitations of Liability," "Additional Term," and "Indemnification," and this Section shall survive any termination or expiration of these Terms of Use.

Questions? Please contact us at info@pwfin.com.