

# Terms of Use

*Last Updated: August 6, 2024*

NVSTx ESG, Inc., and its affiliates and subsidiaries (together, “NVSTx”, “we”, “us” or “our”) welcomes you to our “Platform” (along with its mobile app, website <https://www.nvstx.com>, accounts, pages, and applications, collectively the “Platform”). By accessing, browsing, and/or using the Platform, you acknowledge that you have read, understand, and agree to be bound by the following terms and conditions of use.

Supplemental terms and documents that may be posted on the platform from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these documents at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these documents, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use and other documents to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use and other documents by your continued use of the Platform after the date such revised Terms of Use and documents are posted. The information provided on the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. The Platform is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Platform. You may not use the Platform in a way that would violate the Gramm-Leach-Bliley Act (GLBA). The Platform is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Platform.

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the Platform is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Platform (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Platform “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Platform and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. Provided that you are eligible to use the Platform, you are granted a limited license to access and use the Platform and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Platform, the Content and the Marks.

## **USER REPRESENTATIONS**

By using the Platform, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Platform through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Platform for any illegal or unauthorized purpose; and (7) your use of the Platform will not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Platform (or any portion thereof).

## **USER REGISTRATION**

You may be required to register with the Platform. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## **FEES AND PAYMENT**

We accept the following forms of payment: - American Express - Discover - Mastercard - Visa You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Platform. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Platform. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars. You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. Suppose your purchase is subject to recurring charges. In that case, you consent to us charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Platform.

## **CANCELLATION**

All purchases are non-refundable. You can cancel your subscription at any time by logging into your account or contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term. If you are unsatisfied with our services, please email us at [msr@nvstx.com](mailto:msr@nvstx.com)

## **PROHIBITED ACTIVITIES**

You may not access or use the Platform for any purpose other than that for which we make the Platform available. The Platform may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As a user of the Platform, you agree not to:

1. Systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Make any unauthorized use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited emails, or creating user accounts by automated means or under false pretenses.
3. Use a buying agent or purchasing agent to make purchases on the Platform.
4. Use the Platform to advertise or offer to sell goods and services.
5. Circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Platform and/or the Content contained therein.
6. Engage in unauthorized framing of or linking to the Platform.
7. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
8. Make improper use of our support services or submit false reports of abuse or misconduct.
9. Interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform.
10. Attempt to impersonate another user or person or use the username of another user.
11. Sell or otherwise transfer your profile.
12. Use any information obtained from the Platform in order to harass, abuse, or harm another person.
13. Use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the Content for any revenue-generating endeavor or commercial enterprise.
14. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform.
15. Attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
16. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform to you.
17. Delete the copyright or other proprietary rights notice from any Content.
18. Copy or adapt the Platform's software, including but not limited to our code.
19. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.
20. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or

"pcms"). 21. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform. 22. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Platform, or using or launching any unauthorized script or other software. 23. Use the Platform in a manner inconsistent with any applicable laws or regulations.

### **USER-GENERATED CONTRIBUTIONS**

We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to the Platform, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Platform and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Platform Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that: 1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party. 2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Platform, and other users of the Platform to use your Contributions in any manner contemplated by the Platform and these Terms of Use. 3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Platform and these Terms of Use. 4. Your Contributions are not false, inaccurate, or misleading. 5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation. 6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us). 7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone. 8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people. 9. Your Contributions do not violate any applicable law, regulation, or rule. 10. Your Contributions do not violate the privacy or publicity rights of any third party. 11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner. 12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors. 13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap. 14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation. Any use of the Platform in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Platform.

### **Third-Party Content**

Certain third-party content ("Content") made available to you through the Platform may be prepared by third parties and external providers not affiliated with NVSTx. This content is made available to you "as is" and on an "as available" basis and should not be considered as any form of advice or recommendation for you, or a recommendation by NVSTx to buy or sell any securities or to engage in any particular investment strategy. Your use of any Content is at your own risk. NVSTx does not make any warranty of any kind, express or implied, regarding the Content or the accuracy, completeness, timeliness, or otherwise of the Content.

Any views expressed in any third-party Content are not the views of NVSTx. NVSTx is not responsible for any third-party website, or anything contained on or connected with any third-party website.

### **CONTRIBUTION LICENSE**

You and the Platform agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings). By submitting suggestions or other feedback regarding the Platform, you agree that we can use and share such feedback for any purpose without compensation to you. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Platform. You are solely responsible for your Contributions to the Platform and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Platform ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **THIRD-PARTY WEBSITES AND CONTENT**

The Platform may contain (or you may be sent via the Platform) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Platform or any Third-Party Content posted on, available through, or installed from the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Platform and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any web platform to which you navigate from the Platform or relating to any applications you use or install from the Platform. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **ADVERTISERS**

We allow advertisers to display their advertisements and other information in certain areas of the Platform, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the Platform and any services provided on the Platform or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Platform, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

## **U.S. GOVERNMENT RIGHTS**

Our services are "commercial items" as defined in Federal Acquisition Regulation ("FAR") 2.101. If our services are acquired by or on behalf of any agency, not within the Department of Defense ("DOD"), our services are subject to the terms of these Terms of Use in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data). If our services are acquired by or on behalf of any agency within the Department of Defense, our services are subject to the terms of these Terms of Use in accordance with Defense Federal Acquisition Regulation ("DFARS") 227.7202-3. In addition, DFARS 252.227-7015 applies to technical data acquired by the DOD. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under these Terms of Use.

## **Platform MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Platform for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform.

## **Performance Information**

The information contained on, or comments expressed on the Platform may include certain prior indications of past investment performance of other Platform users. In considering such prior performance information, you should bear in mind that past performance is not indicative of future results and there can be no assurance that any investment will, or is likely to, achieve comparable results to those achieved in the past, or that significant losses will be avoided. Any pricing performance, investment or market information or data, projections, market outlooks or analyses, estimates and/or statements of opinions provided on the Platform are either forward-looking statements and are inherently uncertain and are based on a number of assumptions. Other events that were not taken into account may occur and may significantly affect investment returns or performance. You should carefully review information regarding any such analyses and underlying assumptions. ANY PERFORMANCE, DATA, PROJECTIONS, OUTLOOKS, OR ASSUMPTIONS CONTAINED IN THE INFORMATION ON THIS PLATFORM SHOULD NOT BE CONSTRUED TO BE INDICATIVE OF THE ACTUAL EVENTS THAT WILL OCCUR.

## **US Short Code Agreement**

By using our services, you acknowledge and agree to receive SMS text messages from us for the purpose of authentication, notifications, and marketing. These messages may include a one-time passcode for logging into your account, trade notifications, and promotional offers. Standard messaging rates may apply.

For more information on how we use and protect your information, please refer to our Privacy Policy. If you have any questions or concerns regarding our use of SMS text messaging, please contact us at [mrsr@nvstx.com](mailto:mrsr@nvstx.com).

## **No Warranty and Limitations of Liability**

NVSTx, its affiliates and their respective officers, directors, managers, partners, members, shareholders, employees, affiliates and agents (collectively "Related Persons") make no representations or warranties and specifically disclaim any and all warranties of any kind, express or implied, with respect to the Platform and the Content, including any representations or warranties with respect to merchantability, fitness for a particular purpose, title, non-infringement, availability, security, accuracy, freedom from viruses or malware, completeness, timeliness, functionality, reliability, sequencing or speed of delivery. Your use of the Platform and the Content is on an "as is" and "as available" basis. If you are not able to use or access the Platform, or any websites linked to through the Platform, NVSTx is not responsible for any problems that this causes.

In no event shall NVSTx, its affiliates or their Related Persons be liable to any party for any claims, liabilities, losses, costs or damages under any theory, including but not limited to any direct, indirect, punitive, special, incidental, or consequential damages arising out of in connection with any access, use (or inability to use) or distribution of the Platform, or any Content therein, even if NVSTx or their Related Persons are advised of the possibility of such damages, losses or expenses. You acknowledge and agree that you may not bring a claim against NVSTx relating to your use of the Platform after more than one year has passed since the event occurred that gave rise to the claim. Otherwise, you will waive the claim. You acknowledge and agree that the disclaimers, including the warranty disclaimers, and the liability and remedy limitations in this Agreement are material terms of this Agreement and that they have been taken into account in the decision by NVSTx to provide the Platform hereunder.