

**MAPLE US LLC**  
**PLATFORM TERMS OF SERVICE**

**1. GENERAL**

- 1.1. These Terms of Service are entered into by and between the user or a registrant (referenced as "**you**", "**yours**" and similar forms) that is applying for or has opened an account in our Platform ("the **Platform**") and MAPLE US LLC or any of our affiliates and subsidiaries (collectively, "**we**," "**us**," "**our**" or "**MAPLE**" and similar forms).
- 1.2. These Terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms**"), govern your access to and use of our Platform through our Site (the "**Site**") <https://www.mymapleadvisor.com/> or mobile application, including any content, functionality and Services offered on or through our Site or Platform, whether as a guest or a registered user. The use of the Services is subject to these Terms and to our [Privacy Policy](#), which forms an integral part thereof.
- 1.3. Please read these Terms carefully before accessing and using the Platform. Your use of the Platform (or of any part therein) or clicking to accept or agree to the Terms when this option is made available to you, signifies your acknowledgment of these Terms and your agreement to be bound by these Terms and to comply with any and all applicable laws, rules and regulations, whether local, state, national or international. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE PLATFORM.**
- 1.4. For such time as these Terms are in effect, we hereby grant you permission to use the Platform, provided that you shall comply with these Terms and any applicable law.
- 1.5. By using the Platform, you approve, represent, and warrant that you are of legal age to form a binding contract with MAPLE and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

**2. THE SERVICES**

- 2.1. Our Services intend to simplify complex financial information and decisions, through a fiduciary financial digital advisor. We consolidate information about your assets and liabilities, analyze data, and simulate scenarios based on data you have provided to us or access thereto. In our analysis we also use updated market data, based on our sources. With continuously monitored personalized financial plans, our service streamlines financial management operations and helps expand your knowledge base ("**Services**").
- 2.2. MAPLE serves as a financial advisor, offering recommendations and expert guidance. However, you are *solely* responsible for actively administering these recommendations and managing your finances.

- 2.3. Our Services are conveniently accessible through our application and dedicated web pages on our site, ensuring easy online access.
- 2.4. Please note that some Services are also governed by other third parties providers terms, such as our partner service provider with access to your bank account, and you may be required to comply with them too in order to use our Services. By using our Services you are agreeing to be bound by these third-party.
- 2.5. You approve and understand that our Services may be subject to additional terms and conditions as may be specified in the terms and conditions of the partner service providers. In addition, if a third-party provider requires changes, we may also change the Services to comply with the third-party's requirements for delivering our Services.
- 2.6. You will use any such third-party content and service at your own risk and you agree that we are not liable for any loss or damage that you may suffer by using third-party websites or any content, advertising, products, or other materials in connection therewith.

### **3. OPENING AN ACCOUNT**

- 3.1. For the purpose of using our Services through the Platform, you will need to provide application information for opening an account on our Platform. This information includes your personal data (as detailed in our Privacy Policy), such as your name, contact information, age, marital status, place of work, IP address, and details for online services related to your bank account and/or credit card, as well as any real estate holdings. As part of the account opening procedure, you must confirm that you have read and agree to these terms.
- 3.2. Please note that the information shared by you is crucial for us to assess your eligibility to receive the Services. We may deny or suspend provision of the Services or close your account, with or without prior notice, if the required personal data is incomplete, inaccurate, or outdated, it may limit the value you derive from the Services. It is your responsibility to provide us with complete, accurate, and relevant information at all times and to update us if anything changes.
- 3.3. We may also provide this information to our partners and third parties as part of our assessment. as we provide it to our partners and third parties as part of our assessment of whether you are eligible to receive the Services, including denying, suspending, or ending the Services, or grant you provisional access to the Services. We may deny applications, interrupt provision of the Services to you, or suspend or close your account for any reason, with or without prior notice, including where required company data or personal data is incomplete, inaccurate, or out of date. Therefore, you must provide us with complete, accurate and relevant information at all times, and it is your responsibility to update us if anything changes.
- 3.4. You represent and warrant that you will keep all such company data and personal data current, complete and accurate in your account whether we provide you with full or provisional access, by contacting us and providing any updated information.

- 3.5. Using a bank account or credit card that does not belong to you or providing incorrect information is strictly prohibited and constitutes an offense according to law. You may expose yourself to criminal and/or civil liability by setting up an account using another person's identification information.
- 3.6. The registration procedure will not be considered complete and binding until we provide final approval. If a discrepancy is found during the verification of your personal information, we will send you an appropriate message.
- 3.7. You are solely responsible for keeping your login information (e.g., user ID and password) accurate, secure, and confidential. You are also responsible for any activity resulting from the use of your login information. You must immediately inform us if you suspect that your login information has been compromised. We are not liable to you for any losses or damages you incur resulting from unauthorized use of your login information.

#### **4. PAYMENTS**

- 4.1. Our Services are exclusively available to paying users and require the purchase of a subscription. The detailed subscription fees can be found on our Site. To allow you to experience the service, we may offer a limited trial period free of charge. After the trial period ends, unless you notify us of your subscription cancellation, it will transition into a paid subscription, as mentioned above.
- 4.2. We reserve the right to modify the subscription fees. In the event of any changes, we will provide you with a notice at least thirty (30) days in advance. Such changes will not impact an already paid subscription period and will take effect during the subscription renewal period, which begins 30 days after the aforementioned notification.
- 4.3. If payment for the subscription has not been received by us due to reasons such as incorrect credit card information or cancellation of the credit card or any other chargebacks, we reserve the right to immediately suspend or cancel the subscription, or alternatively to make reasonable effort to retrieve the payments on your expense. .
- 4.4. To unsubscribe from our Services, you can send an email to [support@mymapleadvisor.com](mailto:support@mymapleadvisor.com), including your name as a minimum requirement. Additionally, you have the option to unsubscribe directly through our Site or the mobile application. Please note that the cancellation notice will be effective within three (3) business days of MAPLE receiving the notice. Please be aware that our subscription cannot be paused or put on hold; it can only be canceled.
- 4.5. Any failure to pay the full amount owed to us when required is a breach of these Terms. You are responsible for all costs or expenses owed to us, our affiliates, and any of our partners, third party, assignees, that have not been timely paid, including legal or collections fees and any interest at the maximum rate permitted under law.
- 4.6. All monetary amounts owed under these Terms will be made in US Dollars (USD).

#### **5. LICENSE, MANAGEMENT, AND SECURITY**

- 5.1. Subject to these Terms (including the payment of all applicable fees), we hereby grant you a worldwide (except as limited below), non-exclusive, non-sublicensable license to use our Services and to access and use our Platform as permitted under these Terms. These Terms define the legal use of our Platform, all updates, revisions, substitutions, and any copies of the Platform made by or for you. All rights not expressly granted to you are reserved by us.
- 5.2. Subject to the restrictions set forth in these Terms, you may use the Platform and any updates provided by us solely to interface with our Platform. your license to use our Platform under these Terms continues until it is terminated by either party. We may make changes, or upgrades to all or any portion of our Platform at any time for any reason.
- 5.3. Notwithstanding anything else in these Terms, these Terms terminate automatically if you violate these Terms. We may also terminate providing the Services if you commit fraud or violate any regulations required for the Services and/or the Platform.
- 5.4. You will use the Services and our Platform in compliance with all applicable laws, statutes, regulations, ordinances, or other rules promulgated by governing authorities having jurisdiction over the parties.
- 5.5. You shall NOT:
  - 5.5.1. Create any script or other automated tool that attempts to gain unauthorized access to our Platform. You may not allow any third party to use the Platform for their own benefit.
  - 5.5.2. Use the Platform and/or Services for commercial purposes. Any such use hereunder these Terms is explicitly prohibited.
  - 5.5.3. Use the Platform and Services in any manner or for any purpose that violates any law or regulation, promotes illegal activities (such as pornography, gambling etc.), violates Partner these Terms or any Additional terms, violates any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with these Terms.
  - 5.5.4. Modify, adapt, alter, translate or create derivative works or the uses of the Platform; use the Platform or Services to engage in conduct that violates any network rules or banking Services advertising guidelines; sell, lease, share, transfer, or sublicense, or access or access codes thereto.
  - 5.5.5. Use the Platform in a manner that adversely affects us or our Services or exceeds: (a) reasonable request volume, as set by us from time to time, (b) constitutes excessive or abusive usage, or (c) otherwise fails to comply or is inconsistent with any part of our documentation, as determined by us.
  - 5.5.6. Reverse engineer or attempt to reconstruct, identify or discover any underlying ideas, underlying user interface techniques or algorithms related to our Platform or Service.

- 5.5.7. Remove, obscure or alter any of our (or any of our partner's) copyright notices, trademarks or other proprietary rights notices affixed to or contained within the Platform.
- 5.6. If you breach any section of these Terms, we reserve the right to immediately suspend access to the Platform.
- 5.7. You are responsible for always maintaining adequate security and control of the Platform, including your account credentials and any other access credentials issued to you by us. You are liable for any actions or inactions performed using the Platform, including but not limited to actions or inactions performed without prior knowledge or consent, and any illegal or unauthorized actions.
- 5.8. If you believe or have actual knowledge that your use of the Platform has been compromised or misused, you shall notify us immediately and we shall suspend or revoke the use and will renew it once you demonstrate that the vulnerability that compromised the Platforms was cured.

## **6. IDENTIFICATION AS CUSTOMER**

- 6.1. We may publicly reference you as our customer on our Site or in other communications. We will not express any false endorsement or partnerships. Please notify us if you prefer that we do not identify you as our customer and we will use best efforts to remove references to you on our Site or in communications.

## **7. NOTICE AND NOTIFICATIONS**

- 7.1. By registering to our Platform, you agree that such registration constitutes your electronic signature, and you consent to us providing to you notices, and notifications, including in each case those required by law. You understand that this consent has the same legal effect as a physical signature. Our notices to you will be effective if provided to you through one of the contact information provided to us by you upon your registration to the Platform / Services, including via email, or via SMS.

## **8. REPRESENTATIONS, DISCLAIMERS; NO WARRANTIES**

- 8.1. The Platform and Services are provided to you AS IS and as available. We disclaim all express, implied, or statutory warranties, and you acknowledge that none of our personnel is authorized to provide any such warranty (except in a written document identified as an amendment to this agreement and executed by our authorized representative and an authorized representative of you).
- 8.2. Third-party Services are not provided, controlled, recommended, or endorsed by us. We do not provide support for and disclaim all liability arising from failures or losses caused by or relating to third-party services.
- 8.3. Without limiting the generality of the foregoing, you assume all risks associated with any failure of any: (a) Services or data provided under this platform agreement to be accurate and error-free; (b) Services to meet your specific needs or requirements; (c) Services to be usable by users at any particular time or location; (d) Services to be

uninterrupted, secure, or free from hacking, viruses, or malicious code; and (e) any defects in the Services to be corrected, even when we are advised of such defects.

- 8.4. ANY DECISION RELATED TO EXPENDITURE, INCOME, INVESTMENT, FINANCIAL MANAGEMENT, OR OTHER FINANCIAL DECISIONS THAT YOU MAKE WHILE USING OUR SERVICES ARE *SOLELY YOUR* RESPONSIBILITY. MAPLE IS NOT THE OWNER, CONTROLLER, MANAGER, OPERATOR, SUPPORTER, SPONSOR, OR IN ANY WAY INVOLVED WITH THE THIRD PARTIES (INCLUDING BANKS AND CREDIT CARD COMPANIES) THAT PROVIDE PERSONAL INFORMATION IN CONNECTION WITH OUR SERVICES. AS SUCH, MAPLE WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR INACCURACIES IN THE INFORMATION DISPLAYED ON OUR PLATFORM OR ANY PART OF OUR SERVICES.

## **9. LIMITATION OF LIABILITY**

- 9.1. We are not liable to you for consequential, indirect, special, exemplary, or punitive damages, lost profits, damage attributable to reputational harm, physical injury or property damage, or lost revenue arising from or related to these Terms or to the Platform or the Services, including your use of or inability to use Platform or Services, whether or not we were advised of their possibility by you or third parties.
- 9.2. Our aggregate liability to you under these Terms for all claims is limited to the total amount of subscription fees actually paid by you and collected by MAPLE for the Services during the twelve (12) months period preceding the claim. These limitations apply regardless of the legal theory on which your claim is based.

## **10. INDEMNIFICATION**

- 10.1. You agree to indemnify us, our shareholders, directors and officers, and our affiliates, and each such affiliate's employees and contractors, and any other third-party service Providers (each an "Indemnitee") and hold them harmless from and against any losses, liabilities, damages, claims, costs or expenses (including reasonable attorneys' fees) arising out of or relating to claims, proceedings, suits, or actions brought by or initiated against us or any of the other Indemnitees specified above by any third party due to the breach by you of these Terms, Partner Terms any terms applicable to any third-party services or any other agreements with us or any financial institution partner or that otherwise relate to the Platform, Services, or third party services. We may defend any claim subject to indemnification hereunder, using counsel chosen by us, and you will pay or promptly reimburse us for the reasonable fees of such counsel and all related costs and reasonable expenses.

## **11. GOVERNING LAW**

- 11.1. The Terms will be exclusively governed by and construed in accordance with the laws of New Jersey, United States of America, excluding any conflicts of laws rules or provisions which may cause the application of any other laws of any other jurisdiction.

## 12. DISPUTE RESOLUTION

- 12.1. You agree that any claim or dispute, whether contractual or non-contractual, arising out of or in connection with the Terms, including but not limited to their existence, validity, interpretation, performance, breach or termination (“**Dispute**”), shall be exclusively and finally resolved by arbitration, unless the Dispute is subject to an exception to this agreement to arbitrate set forth below. You further agree that any arbitration pursuant to this section shall not proceed as a class, group or representative action. The award of the arbitrator will be final and binding and may be entered into judgement and enforced in any relevant court.
- 12.2. We want to address your concerns without the need for a formal legal action. Before filing a claim against us, you agree to try to resolve the Dispute amicably by noticing us of the actual or potential dispute (the “**Notice of Dispute**”). Similarly, we will provide a Notice of Dispute to you of any actual or potential dispute to endeavor to resolve any claim we may possess amicably before taking any formal legal action. The party that provides the Notice of Dispute (the “**Notifying Party**”) will include in that Notice the Notifying Party's contact information for any communications relating to such Dispute, and sufficient details regarding such Dispute to enable the other party (the “**Notified Party**”) to understand the basis of and evaluate the concerns raised. If the Notified Party responds within seven (7) business days after receiving the Notice of Dispute that it is ready and willing to engage in good faith discussions in an effort to resolve the dispute amicably, then each party shall promptly participate in such discussions in good faith.
- 12.3. If, notwithstanding the Notifying Party's compliance with all of its obligations under the preceding paragraph, the Dispute is not resolved within 30 days after the Notice of Dispute is received (or if the Notified Party fails to respond to the Notice of Dispute within seven (7) business days), the Notifying Party may initiate an arbitration proceeding as described below. If either party purports to initiate arbitration or take any other legal action, without first providing a Notice of Dispute and otherwise complying with all of its obligations under the preceding paragraph, then, notwithstanding any other provision of these Terms, the arbitrator(s) will promptly dismiss the claim with prejudice and will award the other party all of its costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with such Dispute.
- 12.4. You agree that the American Arbitration Association (“**AAA**”) will administer the arbitration under its Commercial Arbitration Rules effected at the time of the commencement of the arbitration (the “**Rules**”). The Rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules (The AAA provides a general Demand for Arbitration). Arbitration will proceed on an individual basis and shall be heard before a sole arbitrator. The sole arbitrator will be either a retired judge or an attorney licensed to

practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. The arbitrator(s) shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit, subject to any effective and enforceable limitations of liability or exclusions of remedies set forth herein.

- 12.5. Notwithstanding any language to the contrary, if a party seeks injunctive relief that would significantly impact other Platform or Services users as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge, or an attorney licensed to practice law. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with Section 12.4 of these Terms shall make that determination, after consulting the parties. If the arbitrator determines a three-person panel is appropriate, the arbitrator may, if selected by either party or as the chair by the two party-selected arbitrators, participate in the arbitral panel.
- 12.6. You further agree that the seat and the venue of the arbitration will be Jersey city, New Jersey, United States of America; and that the arbitration will be held in the English Language, or, if you so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means. Filing costs and administrative fees shall be paid in accordance with the Rules; provided that the prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with the arbitration proceeding, in addition to any other relief it may be awarded. This agreement to arbitrate (in this Section 12) shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in this Agreement.
- 12.7. You agree that, notwithstanding anything to the contrary in the Rules, the arbitration of any Dispute shall proceed on an individual basis, and neither you nor us may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "**Collective Arbitration**"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against us will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.
- 12.8. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR US SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A



REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE, ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. Without limiting the foregoing, any challenge to the validity of this paragraph shall be determined exclusively by the arbitrator.

- 12.9. Notwithstanding your agreement to arbitrate Disputes, we and you retain the right to bring an individual action in small claims court.
- 12.10. Except as otherwise required by applicable law or provided in these Terms, in the event that the agreement to arbitrate is found not to apply to you or your Dispute, you agree that any judicial proceeding may only be brought in a court of competent jurisdiction in New Jersey, United States of America. We and you irrevocably consent to venue and personal jurisdiction there; provided that either party may bring any action to confirm an arbitral award in any court having jurisdiction.
- 12.11. This consent to arbitrate shall survive the termination or expiration of these Terms. With the exception of the provisions of this agreement to arbitrate that prohibit Collective Arbitration, if a court decides that any part of this agreement to arbitrate is invalid or unenforceable, then the remaining portions of this agreement to arbitrate shall nevertheless remain valid and in force. In the event that a court finds the prohibition of Collective Arbitration to be invalid or unenforceable, then the entirety of this agreement to arbitrate shall be deemed void (but no provisions of these Terms unrelated to arbitration shall be void), and any remaining Dispute must be litigated in court pursuant to the preceding paragraph.
- 12.12. The existence of and all information regarding any Dispute will be held in strict confidence by the parties and will not be disclosed by either party except as reasonably necessary in connection with the conduct of the arbitration or the confirmation or enforcement of any arbitral award. Any such permitted disclosure will, to the maximum extent reasonably practicable, be made subject to obligations of confidentiality at least as stringent as the provisions of this paragraph. If any disclosure of information regarding any Dispute is required under any applicable law, the parties shall reasonably cooperate with one another to obtain protective orders or otherwise to preserve the confidentiality of such information.

### 13. MISCELLANEOUS

- 13.1. **Assignment.** We may assign, pledge, delegate or otherwise transfer these Terms or their rights, powers, remedies, obligations, and duties of performance under these Terms at any time. Any such assignee will have all rights as if originally named in these Terms instead of us. You may not assign these Terms or any rights hereunder, or delegate any of your obligations or duties of performance, without our express written consent.
- 13.2. **Termination of Services.** These Terms are effective when you start an application for our Services and Platform and continue until terminated by either you or us.
  - 13.2.1. You may terminate these Terms by paying all amounts owed and providing notice to us but are still responsible for Charges owed. Your payment and our

acceptance of any amounts does not extinguish or waive any of our rights hereunder.

- 13.2.2. If you reapply or reopen your use or attempt to use the Services you consent to these Terms in effect at that time.
- 13.2.3. We may terminate these Terms, or suspend your account, by providing you with notice.
- 13.2.4. Sections 2, 4, 6, 7, 8, 9, 10, 12, 13, 14, 15 and any other provisions of these Terms giving rise to continued obligations of the parties will survive termination of these Terms.
- 13.3. **Non-wavier.** Any waiver, modification, or indulgence that we provide to you, of any kind or at any time, applies only to the specific instance involved and will not act as a general waiver or a waiver, modification, or indulgence under these Terms for any other or future acts, events, or conditions. Further, any delay in enforcing our rights under these Terms does not constitute forfeiture of such rights.
- 13.4. **Entire agreement.** These Terms, including incorporated Terms, comprise the entire understanding of the parties with respect to the subject matter described and supersedes all other proposals or previous understandings, written or oral, between the parties.

#### **14. CHANGES TO THESE TERMS**

- 14.1. We may modify these Terms, including any supplements or addenda, by posting an amended version and including the date of the revision. The amended version will be effective at the time we post it, unless otherwise noted. If such modifications constitute a material change to these Terms, we will provide you with reasonable prior notice before the modifications become effective to you.
- 14.2. These Terms may take effect immediately in exigent circumstances, including where required to comply with applicable law, regulation, or to avoid or mitigate any material risk, loss or damage. If you do not accept any such modification, you must stop your use of the Platform and cancel your account. If you continue to use the Platform or Services after any such modification takes effect as provided in the applicable notice, you will be deemed to have consented to the revised Terms.

#### **15. NOTICES**

- 15.1. Except as may be otherwise specified in these Terms, notices from you to us will be provided via the Platform, with a copy sent concurrently by email to [support@mymapleadvisor.com](mailto:support@mymapleadvisor.com).
- 15.2. Each notice will be deemed to be effective on the first business day following the day that you post such notice as provided in this section.  
Our mailing address is: [support@mymapleadvisor.com](mailto:support@mymapleadvisor.com).

MAPLE US LLC

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