



## TERMS OF USE

**Last Updated: [January 16, 2020]**

These Terms of Use (“Terms”) apply to your use of the mobile applications digital platforms, products, software, services, and websites (collectively, the “Service”) owned and operated by Avenue Global Advisors LLC (“AGA,” “we”, “us” or “our”). When we refer to the Service, we also mean any portion, aspect or feature of the Service. The words “you”, “your” and “yours” refer to you as the user of the Service.

BY ACCESSING AND USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY (THE “PRIVACY POLICY”) WHICH MAY BE FOUND [HERE](#), AND WHICH IS HEREBY INCORPORATED INTO THESE TERMS AND MADE A PART HEREOF BY REFERENCE. IF YOU DO NOT AGREE TO ANY OF THESE TERMS (INCLUDING ANY OF THE TERMS OF THE PRIVACY POLICY), YOU MAY NOT ACCESS OR USE THE SERVICE OR ANY PORTION THEREOF.

**THE SECTIONS BELOW ENTITLED “ESIGN AGREEMENT” AND “DISPUTE RESOLUTION” CONTAIN A CONSENT TO BE BOUND BY THESE TERMS AND OTHER AGREEMENTS VIA ELECTRONIC CONSENT, AND A BINDING ARBITRATION AGREEMENT, RESPECTIVELY. THESE PROVISIONS AFFECT YOUR LEGAL RIGHTS; PLEASE READ THEM.**

### **Additional Agreements and Disclosures**

If you choose to create an account on the Services in order to access and use our investment advisory services, your use and our provision of such services will be subject to (i) a separate user agreement between you and us (the “Customer Agreement”), (ii) a separate advisory agreement between you and us (the “Advisory Agreement”), and (iii) any additional disclosures on our website relating to such services (collectively, the “Additional Agreements”). The Additional Agreements are located at <https://www.avenue.us/publicDisclosures>. If applicable, the terms of the Additional Agreements are hereby incorporated into these Terms and made a part hereof by reference. In the event of a conflict between any provisions in these Terms and any provisions in any of the Additional Agreements, the terms of such Additional Agreements will prevail with respect to such specific provisions.

Your access to the Services may also be subject to terms of use, privacy and other agreements required by third party providers in connection with use of your device, telephone, wireless and other services not



provided by us.

### **Eligibility Criteria**

The Service is available only to individuals aged 18 years or older. We reserve the right, in our sole and absolute discretion, to deny you access to the Service, or any portion of the Service, including by closing or disconnecting your account, without notice and without reason.

### **International Use**

The Services provided by us are offered only in jurisdictions where it is legal to do so. The availability of Service over the Internet is not a solicitation for or offering of Services to any person in any jurisdiction where such solicitation or offering is illegal. We reserve the right to limit the availability of the Service to any person, geographic area, or jurisdiction, at any time and in our sole discretion. If you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals, you will not engage in commercial activities on or through the Service.

If you access the Services from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for complying with all laws, rules and regulations that are now or hereinafter promulgated by any government authority or agency that govern or apply to the operation and use of the Services. Without limiting the generality of the foregoing, you shall comply with such restrictions and not export or re-export any of the Content (as defined below) to countries or persons prohibited under the export control laws of the United States. You are prohibited from any use of the Services that would constitute an illegal offense, give rise to liability or otherwise violate any applicable local, state, national or international law or regulation.

### **Prohibited Uses**

You may not:

Use the Service for any illegal purpose, or any other purpose not permitted in these Terms;

Use the Service or the Content or features for any commercial purpose;

Modify, copy, adapt or translate any part of the Service without our written permission;

Reverse-engineer, decompile, create derivative works of, modify, disrupt, otherwise tamper or disassemble the technology we use to provide the Service or otherwise attempt to obtain our source code;

Bypass, modify, defeat, reverse-engineer, disassemble, tamper with or circumvent any of the security features of the Service, including altering any digital rights management functionality of our Service;

Impersonate another person or entity, misrepresent your affiliation with a person or entity



(including us), or use a false identity;

Use the login information of another person, unless they specifically authorized you to do so;

Assist or encourage any third party in engaging in any activity restricted by these Terms;

Collect, manually or through an automatic process, information about other users or our Service;

Submit false or misleading information to us or post User Content that infringes on a third party's intellectual property;

Engage in any activity that interferes with any third party's ability to use or enjoy, or our ability to provide the Service;

Interfere with or damage the Service or our servers through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;

“Deep link” or frame, inline link or mirror any part of the Service without our written permission; or Engage, directly or indirectly, in transmission of “spam,” chain letters, junk mail or any other type of unsolicited solicitation.

### **Intellectual Property; Content**

The Service may include news and information, commentary, interactive tools, securities symbols and quotes, research reports and data concerning the financial markets, securities and other subjects (“Content”). The Content may be owned by us or third parties. The source of all third-party Content is clearly and prominently identified. We have not been involved in the preparation, adoption or editing of third-party Content and we do not endorse or approve such Content. Testimonials may not be representative of the experience of other clients and are not indicative of future performance or success. Paid testimonials will be identified as such.

The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You may view all Content for your own personal, non-commercial use. No other use is permitted without the prior written consent of AGA. We and our licensors retain all right, title, and interest, including all intellectual property rights, in and to the Content. You must retain all copyright and other proprietary notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. None of the Content may be retransmitted without our express, written consent for each and every instance. If you violate any part of these Terms, your permission to access the Content and the Service automatically terminates and you must immediately destroy any copies you have made of the Content.

You acknowledge and agree that, unless otherwise noted, we or our licensors own all legal right, title and



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interest, including all intellectual property rights, in and to the Service, the Content, and all components thereof, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user reviews, and ratings, as well as our name, trade names, trademarks, service marks, logos, domain names, (collectively, "Our IP"). You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit Our IP in whole or in part except as expressly authorized by us in a separate written document. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Service. Except as expressly provided in these Terms (including any incorporated Additional Agreement), nothing herein grants you any right or license, express or implied, in or to Our IP, and all such rights are expressly reserved by us. All goodwill generated from the use of Our IP inures to our benefit.

The trademarks, service marks, and logos of AGA (the "AGA Trademarks") used and displayed on the Service are registered and unregistered trademarks or service marks of AGA and form part of Our IP. Other company, product, and service names located on the Service may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with AGA Trademarks, the "Trademarks"). Nothing on the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of AGA Trademarks inures to our benefit. Elements of the Service are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors.

### **User Content**

Our Service may allow you to post, link, store, share and otherwise make available certain information, text, images, or other material ("User Content"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness. **You expressly acknowledge and agree that once you submit your User Content for inclusion into the Service, there is no confidentiality or privacy with respect to such User Content, including, without limitation, any personally identifying information that you may make available, and such User Content may be shared with other users of the Service.** When you submit a posting to us on the Service or other sites, we may identify you by: your hometown, and state or country; and your first name, or last name and initial, or an alias that you have provided to us; your "member since" date; and other information that does not specifically identify you, all subject to the terms and conditions of our Privacy Policy. **YOU, AND NOT**



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**AGA, ARE ENTIRELY RESPONSIBLE FOR ALL YOUR USER CONTENT THAT YOU UPLOAD, POST, E-MAIL, OR OTHERWISE TRANSMIT VIA THE SERVICE.**

If you submit User Content to us, each submission constitutes a representation and warranty that: (i) the User Content you post on the Service is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, (ii) your User Content, and our use thereof, does not and will not violate rights of any third party including, without limitation, privacy rights, publicity rights, copyrights, other intellectual property rights, or contract rights; and (iii) your User Content contains no materials or information that is false, offensive, libelous, defamatory, violates any law or the rights of third parties, or violates these Terms.

You retain all copyrights and other intellectual property rights in and to your own User Content. However, by posting User Content on the Service or on third party sites (such as our social media pages), you hereby grant us and our affiliates and licensees a non-exclusive, royalty-free, freely sublicensable, worldwide, perpetual right and license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit (including for profit) your User Content in whole, or in part by or in any means, methods, media, or technology now known or hereafter devised. We do not agree to post all User Content received. We reserve the right to remove or modify any posting that at our sole discretion without notice. Notwithstanding the foregoing, we are under no obligation to remove any User Content that you have posted.

### **Links To Other Web Sites; Third Party Representations**

Our Service may contain links to third-party websites or services that are not owned or controlled by us. These links are provided solely as a convenience to you and not as an endorsement by us of the person or entity operating such sites or the content on such sites. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit. If you decide to access linked external websites, you do so at your own risk.

We are not responsible for representations made by nonemployees or third parties. We do not endorse, authorize or stand behind any representations made by users of our Service. You will not seek to hold us liable for the representations of third parties.



### **Registration for the Service**

Registering for an account with us by providing the information requested will give you access to certain parts of the Service subject to the applicable Additional Agreements incorporated herein. Some portions of the Service require you to provide additional personal information (for example, name, age, contact information, date of birth, Social Security number) before you can access their features. Registering for an account is optional, as is providing additional personal information to access additional Services. However, if you do not provide the information requested, you will not be able to access certain features of the Service. You agree that the information that you provide to us upon registration and at all other times will be accurate, current and complete. You agree to maintain and update this information. Failure to do so constitutes a breach of these Terms, which may result in termination of your account on the Service.

You may not register an account for anyone but yourself. You agree not to misrepresent your identity, your personal information or your third party account information.

### **Consent to Obtain Credit and Financial Information and Information from Third Parties**

By submitting an application for an account, you are giving us your express written consent to obtain consumer reports (including credit reports) about you and other information, including credit and employment information, about you from one or more consumer reporting agencies (including credit bureaus) and to review and act on those reports and information. You authorize us to obtain reports from third parties concerning your financial situation, credit standing, business conduct or reputation. If requested to do so in writing, we will provide you with a copy of any such report. Where the law requires disclosure or if we believe disclosure is necessary for the conduct of our business, you authorize us to disclose nonpublic information about you. BY SUBMITTING AN APPLICATION FOR AN ACCOUNT, YOU ARE PROVIDING "WRITTEN INSTRUCTIONS" TO US UNDER THE FAIR CREDIT REPORTING ACT, WHICH AUTHORIZES US TO OBTAIN INFORMATION FROM YOUR PERSONAL CREDIT PROFILE OR OTHER INFORMATION FROM ONE OR MORE CONSUMER REPORTING AGENCIES. THE INFORMATION OBTAINED FROM YOUR CREDIT REPORT, AS WELL AS OTHER INFORMATION THAT WE OBTAIN ABOUT YOU IN ACCORDANCE WITH THESE TERMS, WILL BE USED FOR A LEGITIMATE BUSINESS NEED, IN CONNECTION WITH A BUSINESS TRANSACTION INITIATED IN WRITING BY YOU (i.e., YOUR APPLICATION TO USE OUR SERVICE), IN ORDER TO DETERMINE YOUR ELIGIBILITY FOR THE SERVICE.

We may use certain third parties to gather your data from financial institutions. By using the Service, you grant our third-party providers the right, power, and authority to act on your behalf to access and transmit



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your personal and financial information from the relevant financial institution according to the terms of our third-party provider's privacy policy. Through the Service, you may authorize us to access read-only information for the accounts you have with third party financial institutions, such as your bank. You understand and agree that to enable this feature

you must enter on the Service the login information and credentials necessary to access your account information. By enabling this feature you grant to us express permission to use your login information to access your account information in connection with your use of the Service. You represent and warrant that in providing us with your login information and account information you are not violating any agreement or terms that you are subject to.

#### **No Warranties; Limitation of Liability**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS ARE DISCLAIMED, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR IN EQUITY. WE DO NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR, OR CORRECTION TO ANY EQUIPMENT YOU USE IN ACCESSING THE SERVICE. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, OR THE SERVERS THAT PROCESS INFORMATION FOR US, ARE FREE OF VIRUSES, BUGS OR OTHER HARMFUL COMPONENTS. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS, WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICE, INABILITY TO USE THE SERVICE, OR CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO ANY



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CONFLICTING PROVISIONS IN ANY INCORPORATED ADDITIONAL AGREEMENT WHICH, IF APPLICABLE, SHALL CONTROL, THE CUMULATIVE LIABILITY OF US, OUR AFFILIATES, AGENTS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS TO YOU FOR ALL CLAIMS, NOT ATTRIBUTABLE TO PERSONAL INJURIES, ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT RECEIVED BY US FROM YOU DURING THE SIX-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY, OR (B) \$50. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some states or other jurisdictions, including the State of New Jersey, do not allow the disclaimer of implied warranties or the exclusion of certain damages, so the above disclaimers, exclusions, and limitations may not apply to you. You may also have other rights that vary from state to state and jurisdiction to jurisdiction. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

### **Forward-Looking Statements**

The Service may contain certain “forward-looking statements,” which may be identified by the use of such words as “believe,” “expect,” “anticipate,” “should,” “planned,” “estimated,” “potential” and other similar terms. All are subject to various factors, including, but not limited to general and local economic conditions, changing levels of competition within certain industries and markets, changes in interest rates, changes in legislation or regulation, and other economic, competitive, governmental, regulatory and technological factors affecting AGA’s operations that could cause actual results to differ materially from projected results.

### **Indemnification**

You agree to indemnify and hold us, our affiliates, and our and their respective employees, representatives, agents, attorneys, affiliates, directors, employees, officers, managers and shareholders (the “Indemnified Parties”) harmless from any damages, losses, liabilities, costs and expenses (including without limitation, attorneys’ fees and costs) incurred in connection with any third-party claim, demand or action (“Claim”) brought or asserted against any of the Indemnified Parties: alleging facts or circumstances that would constitute a breach of any provision of these Terms by you; or arising from, related to, or connected with your User Content, your use of the Service, or your violation of any rights of a third party. If you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the





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disposition of any claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any claim without our express written consent.

### **Governing Law**

Use of the Service is governed by and will be construed in accordance with the laws of the State of Florida (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed, without giving effect to any principles of conflicts of laws.

### **Dispute resolutions**

**Any controversy or claim arising out of or relating to these Terms, any agreement between you and us, any account(s) established hereunder, or any transaction therein, shall be settled by arbitration in accordance with the rules of FINRA Dispute Resolution, Inc. (“FINRA DR”). You agree to arbitrate any controversy or claim before FINRA DR in the State of Florida. As set forth below, nothing in these Terms will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.**

### **Equitable Relief**

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms. We may, without waiving any other remedies under these Terms, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of Florida for purposes of any such action by us.

### **Severability**

If any provision of these Terms is unlawful, void or unenforceable, the remaining provisions will remain valid and in effect to the fullest extent possible.

### **Waivers**

Any waiver by us of any provision of these Terms will be effective only if in writing and signed by our authorized representative. Any delay or omission by us to exercise any rights under these Terms may not be construed to waive any rights.



## **Section Headings**

The section titles and headings are not part of the agreement and are not to be used in interpreting these Terms.

## **Notices**

If you have registered at the Service, we will provide notices to you by using any of the contact information you have provided to us as more fully described above. You may provide notice to us as described in the “Contact Us” section below.

## **Survival**

Certain provisions of these Terms by their nature will continue in full force and effect after termination, including without limitation the authorizations you have granted, the Disclaimer of Warranties and Limitation of Liability, the indemnity, and Jurisdiction and Venue.

## **Modification**

We reserve the right to modify these Terms at any time in our sole discretion. Any changes to these Terms become effective when we post them to the Service and will be noted by the “last updated” date indicated above. If we change these Terms, we will attempt to give you notice by posting a notice on the Service and/or informing you via email. Your continued use of the Service after we post the modified Terms to the Service constitutes your agreement to the modified Terms.

We further reserve the right, in our sole discretion and without any obligation, to modify, improve, discontinue or correct any errors or omissions in any portion of the Service or any portion thereof at any time without notice.

## **Termination**

We may change, terminate or suspend our Service, or for any reason we deem necessary. We may terminate or suspend your access to our Service immediately, without prior notice or liability, for any reason whatsoever, including but not limited to, your breach of these Terms. Upon termination, your right to use the Service will immediately cease.

## **Entire Terms**

These Terms, including the Privacy Policy which is incorporated herein and any applicable incorporated Additional Agreement contain the entire understanding between you and us. These Terms supersede any



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previous agreements that you have made with us related to the subject matter hereof, except for the applicable Additional Agreements, if any. These Terms will inure to the benefit of our successors, assigns, licensees, and sublicensees.

### **Technology Requirements**

You are responsible for the means you use to access the Service and all costs associated therewith. We are not responsible for the performance of your hardware, software, the Internet, your Internet service provider and other third parties involved in connecting you to the Service. By using the Service, you agree that we are not responsible for any losses resulting from your use and acknowledge the following risks: (1) Internet or wireless access may be delayed or interrupted, or may be unavailable; (2) data transmitted through the internet or wireless access may be intercepted by unauthorized persons; (3) your failure to physically secure your electronic device or to protect your passwords can result in unauthorized access to your account(s); (4) the accuracy and timeliness or completeness of data transmitted through the internet or wireless access cannot be guaranteed, and you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data; and (5) response times may be delayed by market volatility, volume or systems capacity.

To access and use the Service electronically, you should have a functioning mobile device (such as a smartphone or tablet) on which you have installed our application. That application can be found for most mobile devices in the device's respective "app store". You may also be able to access and use the Service with a personal computer equipped with a modem or other Internet access device. You are responsible for the selection, installation, maintenance and operation of your computer and mobile device, your telecommunications service provider, and your computer and mobile device software. We are not responsible for any errors, failures, or malfunctions of your mobile device and software or your telecommunications services. You are responsible for ensuring that your mobile device, software and telecommunications services are compatible with the Service. We reserve the right to change the system requirements for using the Service.

The Service may automatically download and install software updates. These updates are designed to improve, enhance and further develop the Service and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates as part of your use of the Service.

### **Downloading the App**

We make the Services available through our mobile application (the "App"), which is available through the



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Apple App Store. The following terms apply when you download the App from Apple's App Store. These terms are in addition to all other provisions contained in these Terms.

You acknowledge and agree that (i) the Terms are a legally binding agreement between you and us only, and not Apple; and (ii) we, and not Apple, are solely responsible for the App and content thereof. Your use of the App must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

In the event of any failure of any of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the applicable App to you and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. As between us and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of us.

You acknowledge that Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You acknowledge that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, as between us and Apple, we, and not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by the applicable agreement.

You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App against you as a third- party beneficiary thereof.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; (ii) you are not listed on any U.S. Government list of prohibited or restricted parties; (iii) you are not an individual, or associated with an entity, designated under the UK's Terrorist Asset-Freezing etc. Act 2010 (TAFAs 2010); and (iv) you are not otherwise subject to or affected in any way by any national security or terrorism related rules whether applicable to you personally or to your location or other circumstances.

**Contact Us**



You can email us at [customer@avenueglobaladvisors.com](mailto:customer@avenueglobaladvisors.com).

### **FINRA BrokerCheck Program**

FINRA BrokerCheck, formally known as the FINRA's Public Disclosure Program, allows investors to learn about the professional background, business practices, and conduct of FINRA member firms or their brokers. The telephone number of the FINRA BrokerCheck is 800-2899999, the website address [www.FINRA.org](http://www.FINRA.org). An investor brochure is also available upon request. Check the background of this firm on FINRA's BrokerCheck: (<https://brokercheck.finra.org/>).

### **Language Disclaimer**

These Terms are presented in English, Portuguese and Spanish. Spanish version is presented merely for reference. In case of any inconsistency between English and Spanish versions, English version shall prevail for all purposes.

### **\*\*Consent to Contract Electronically\*\***

**YOU AGREE TO BE BOUND BY ANY AGREEMENT ENTERED INTO ELECTRONICALLY (THROUGH CLICKS, TAPS OR OTHER ACTIONS) BY ANY PERSON USING YOUR AGA USER ACCOUNT INFORMATION AND PASSWORD. YOU WILL NOT CONTEST THE LEGAL EFFECTIVENESS, VALIDITY, ENFORCEABILITY OR USE OF THE ELECTRONICALLY STORED COPIES OF ANY AGREEMENTS ELECTRONICALLY SIGNED BY YOU ELECTRONICALLY BASED ON THE FACT THAT THE TERMS WERE ACCEPTED ELECTRONICALLY, AND YOU FURTHER AGREE THAT ANY SUCH AGREEMENTS ENTERED INTO ELECTRONICALLY WILL BE DEEMED TO BE "IN WRITING" AND TO HAVE BEEN "SIGNED" BY YOU WITH THE SAME EFFECT AS A MANUAL SIGNATURE (AND ANY ELECTRONIC RECORD OF SUCH AGREEMENTS ENTERED INTO ELECTRONICALLY WILL BE DEEMED TO BE "IN WRITING").**

By clicking or tapping "**ACCEPT**" or otherwise acknowledging your consent to these Terms electronically, you (i) agree to enter into and be legally bound by these Terms (including the Privacy Policy and all incorporated Additional Agreements), and (ii) consent and agree that:

- We can provide all current and future disclosures, agreements, statements, fee schedules, notices and other documents (collectively, "Communications") to you electronically including, but not limited to, all disclosures required by law and other information about your legal rights and duties;
- You have any necessary hardware, software or other technology to receive and review any Communications sent electronically, including Internet access, a valid e-mail address, a computer or mobile device and an



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operating system capable of supporting the foregoing, and a printer or other device to download and save any information you wish to retain; and

- Your electronic signature (as evidenced by tapping, clicking, or other actions) on any Communication has the same effect as if you signed it in ink.

Your consent is effective immediately and will remain in effect until you tell us that you no longer want to receive Communications electronically by withdrawing consent in the manner described below.

By agreeing to these Terms, you agree that all Communications from us relating to your use of or access to the Service may be provided or made available to you electronically by email, text messaging, “in-app” messaging or by posting a Communication on the Service, and that you can access the Communications in the designated formats described below. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us and our agents concerning your Service usage and access.

If any e-mail Communication sent to you at your electronic address of record is returned to us as undeliverable and we are unable to obtain a valid e-mail address, you will be deemed to have revoked your consent to electronic delivery.

You hereby expressly consent (within the meaning of the Telephone Consumer Protection Act) to receiving calls and messages, including auto-dialed and pre-recorded message calls, and SMS messages (including text messages) from us, our affiliates, marketing partners, agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers), subject at all times to our Privacy Policy. Your cellular or mobile telephone provider may charge you according to the type of plan you carry. If you would like to opt out of this consent, please contact us per the “Contact Us” section below. You acknowledge that by opting out of receiving calls and text messages may impact the timeliness of your receipt of Communications. If you withdraw your consent, your withdrawal will not affect the legal validity and enforceability of any electronic Communications provided or business transacted between us prior to the time you withdraw your consent. We will then send you any future Communications by mail or other non-electronic means.

If you ask us by contacting us as described below, we will send you a paper copy of any Communication. We will retain copies of Communications for the time period required by law and will provide you with a copy upon request within those time periods. We may elect to not retain copies for longer than is required by law. Save or print copies of Communications to ensure you have them if needed. You may be required



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to pay a service fee determined by us for the delivery of Communications that we would otherwise deliver electronically.

We reserve the right to provide Communications to you in paper form in our discretion even if you have given us consent to provide them electronically. For example, but without limitation, we may do this if we have a system outage, if we suspect fraud or if for any reason your designated email address or mobile phone does not accept emails or texts, respectively, from us.

Without obligating us to do so, you hereby give us express consent (within the meaning of the Telephone Consumer Protection Act) to monitor, record or maintain archival copies of electronic, written or oral Communications with you or anyone purporting to act on your behalf. All communications sent to and from us are subject to archival, monitoring, review by and disclosure to someone other than the recipient, such as our compliance administrators and regulatory bodies.

You are responsible for monitoring your Communications, including making sure that you are receiving any expected Communications. Please read all Communications that you receive from us carefully. If you experience any difficulty opening an electronic document, if you find any discrepancies or errors in any electronic Communications you receive from us, if you have not received a Communication you expected, or if you do not understand a Communication you receive from us, please notify us in writing; provided, however, that your failure to receive or understand a Communication shall not affect its validity, impact on you or your account, or enforceability. You understand that so long as we send Communications to you at the physical or electronic address of record given by you to us, or to any other address given to us by an authorized person, the Communications are legally presumed to have been delivered, whether you actually received them or not.

Notwithstanding your notification to us, we shall not be liable for any claims, demands, actions, losses, damages, liability, costs, charges, counsel fees, or expenses of any nature related to the Communications or the Services except as expressly set forth in these Terms. Please tell us by contacting us as described below if you change your email or mailing address so that you continue to receive all Communications without interruption. You acknowledge that you can access and store or print the electronic Communications in the designated formats described above.

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, ratings, feedback, questions, comments, suggestions, and the like, we shall be free to use any ratings data, ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or



attribution to you.

**You may revoke or suspend your consent to electronic delivery at any time** by contacting us at [customer@avenueglobaladvisors.com](mailto:customer@avenueglobaladvisors.com) or +1 (786) 220-7233. Any revocation of your consent will take effect on a date determined by AGA, which will be communicated to you in writing. You further agree that any revocation or suspension of your consent to this Section of the Terms, your request for paper copies, or our delivery of any paper copies will not imply that the previous electronic delivery or signature of documents pursuant to this Agreement did not constitute good and effective delivery, as applicable, or otherwise revoke your consent to any agreement or any term thereof.

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