



TERMS OF USE

Last Updated: 12/12/2018

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 Securities LLC (“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 THE TERMS HEREIN OR IN THE PRIVACY POLICY, YOU MAY NOT ACCESS OR USE THE SERVICE OR ANY PORTION THEREOF.

THE SECTION BELOW TITLED “DISPUTE RESOLUTION” CONTAINS A BINDING ARBITRATION AGREEMENT. IT AFFECTS YOUR LEGAL RIGHTS; PLEASE READ IT.

Additional Agreements and Disclosures

If you choose to register for use of our securities trading services , your use of such services will be subject to a separate user agreement between you and us (the “Customer Agreement”), and any additional disclosures on our website relating to such services. The Customer Agreement and other disclosures are located at <https://www.avenue.us/publicDisclosures>. If applicable, the terms of the Customer Agreement and such disclosures are incorporated into these Terms by reference. In the event of a conflict between any provisions herein and the Customer Agreement



or any other disclosures, the terms of such separate Customer Agreement and/or disclosure 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.

Service Availability

We cannot guarantee that the Service will be available at all times. We will make reasonable efforts to maintain the Service. However, we do not warrant that (a) the Service will function uninterrupted, secure or available at any particular time or location or that the results that may be obtained from the use of the Service will be accurate or reliable; (b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or (d) the results of using the Service will meet your requirements. Use of the Service is at your own risk.

We 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.

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.

Technology Requirements

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.

Eligibility Criteria

We may limit access to all or a portion of the Service to users who meet certain eligibility criteria. Identification of these eligibility criteria is in our sole discretion and is subject to change at any time, and is more fully set forth in the Customer Agreement. You are solely responsible for



ensuring that your use of the Service is in conformance with applicable federal, state and local laws and regulations.

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 outside the United States, you consent to having your personal data transferred to and processed in the United States. 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.

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").

Companies that are not affiliated with us may supply some of the Content. 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.

Our Service may allow you to post, link, store, share and otherwise make available certain information, text, images, or other material. You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

You represent and warrant that: (i) the 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 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 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 Content. However, by posting 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 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 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 Content that you have posted.

You expressly acknowledge and agree that once you post Content on the Service, there is no confidentiality or privacy with respect to such Content, including, without limitation, any personally identifying information that you may make available. 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.

We reserve the right to reveal your identity and the Content of your original and posted submissions in response to legal action by any party, or in response to a request by governmental authority, or in our defense.

You may elect to provide us with feedback, comments, and suggestions with respect to the Service (“Feedback”). You agree that we are free to use, reproduce, disclose, and otherwise exploit any and all such Feedback without compensation or attribution to you, and you agree to waive any claim based on intellectual property infringement, moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory relating to Feedback.

Third Party Representations

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.



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 Content that infringes on a third party's intellectual property;

Use our name or trademarks in any manner without our prior written permission;

Remove or alter any copyright, trademark or other proprietary notice contained on the Service;

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.

Links To Other Web Sites

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.

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. 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 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.

Electronic Communications

The word “Communications” in these Terms includes, but is not limited to: communications and agreements related to the Service and its usage; legal and regulatory disclosures and notices associated with the Service; periodic statements and confirmations; communications between you and us; postings and other material made available to you on the Service; privacy and security policies and notices; applicable tax-reporting forms.

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.

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



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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 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

Consent to Contract Electronically

Your electronic signature or indication of assent to any document related to the Service is sufficient to legally bind you as if you had physically executed a hard copy of that document. You will not dispute the admissibility of an electronically stored copy of a document that you



electronically signed or to which you indicated your assent. You will not dispute the validity of your electronic signature or indication of assent. And you will not dispute the admissibility of the business records maintained by us to reflect and memorialize your electronic signatures and indications of assent.

Intellectual Property

You acknowledge and agree that, unless otherwise noted, we or our licensors own all legal right, title and interest, including all intellectual property rights, in and to the Service 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 or the Customer 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.

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. If you believe that any material contained on the Service may infringe on your copyright, notice must be given in writing of the following: (a) identification of the copyrighted work claimed to have been infringed; (b) identification of the allegedly infringing material; (c) information sufficient to permit us to locate the infringing material; (d) a statement that the complaining party has a good faith belief that use of the material is not authorized or permissible by law; and (e) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner, agent,



or licensee. Anyone who knowingly misrepresents that material is infringing in such a notice will be liable for any damages and any associated costs incurred by us. Written notice must be sent to customer@avenue.us to the attention Avenue Securities' Registered Agent with the U.S. Copyright Office at.

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, NON-INFRINGEMENT 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. 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 DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY APPLY TO CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT TO THE EXTENT PERMITTED BY APPLICABLE LAW.



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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO ANY CONFLICTING PROVISIONS IN THE CUSTOMER 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 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.

Indemnification

You agree to indemnify and hold us and our employees, representatives, agents, attorneys, affiliates, directors, employees, officers, managers and shareholders (the "Indemnified Parties") harmless from any damage, loss, cost or expense (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; arising from, related to, or connected with your Content, your use of the Service, or your violation of any rights of another. If you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the 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 this Terms, any agreement between you and us, any account(s) established hereunder, 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.

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, the italicized explanations, and the section 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.



Assignment

You may not transfer or assign any rights or obligations you have under these Terms without our prior written consent. Any attempt at assignment by you without receiving our prior written consent will be void. We reserve the right to transfer or assign these Terms or any right or obligation under these Terms at any time. Without giving you prior notice, we may assign our rights or duties under these Terms to any successor, subsidiary or affiliate, and, with prior notice to you by email or account alert, we may assign our rights and duties hereunder to any other third party. These Terms shall continue to bind you regardless of whether our rights or duties are transferred or assigned.

These Terms are binding upon you, your estate, executors, administrators, personal representatives, heirs, successors, assigns and any entities or individuals you represent with respect to the Service.

No Third Party Beneficiary

You agree that, except as otherwise expressly provided in these Terms, there are no third-party beneficiaries to these Terms.

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.

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, together with the Privacy Policy, the Customer Agreement, if applicable, and any disclosures referred to in these Terms or located on the Service contain the entire understanding between you and us. These Terms supersede any previous agreements that you have made with us related to the subject matter hereof, except for the Customer Agreement and other disclosures referred to herein.

Downloading the App

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



Contact Us

You can email us at customer@avenue.us.

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. 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 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.

V.01 12/12/2018