

USER TERMS & CONDITIONS

November, 2020

1. INTRODUCTION TO THESE TERMS AND CONDITIONS

These terms (the “Invstr Terms”) are a legal agreement between you and Invstr Limited (“Us” or “We”) and are the terms upon which We, at our discretion, permit you to access and use the Invstr applications including, but not limited to, Invstr, Invstr+ and Invstr Mini (the “App”), our website located at invstr.com (the “Website”), all described hereon also as the “Services”, and all associated information or content (including, without limitation, Third Party Content) accessible through, or in conjunction with, the App or Website (“Content”), including access through the RSS reader, subject, in the case of certain content, to payment of applicable charges.

The Invstr Terms also apply to any communications between you and Us by any means including software which We make available to you via the App, the Website or third party platforms (“Invstr Software”). References in these terms to “Services” means the App, the Website, the Content, and/or the Invstr Software.

2. IMPORTANT NOTICE

By downloading and using the Services, you are acknowledging that you have read, understand and accept the Invstr Terms. The Invstr Terms are available in the English language only. If you do not agree to the Invstr Terms, We will not license the Services to you, you must stop using the Services, and you must uninstall the Invstr Software from your devices by following the method appropriate to your particular device. You have the right to withdraw from any transaction or subscription as described in section 13. Section 18 of the Invstr Terms includes a limitation on our liability to you.

You also acknowledge that additional terms apply for the Invtr+ Services, and that you must first accept these terms before using and accepting the additional terms for Invstr+ Services.

3. INFORMATION ABOUT US

We are Invstr Limited, a company registered in England and Wales (under registration number 8265075) whose principal place of business is 17 Waterloo Place, London, SW1Y 4AR, United Kingdom. Our VAT number is GB 157 2624 06.

4. OPERATION SYSTEM REQUIREMENTS

To use the Services your device must meet certain operating system requirements, which are described in the [FAQ](#). You should ensure your device meets these requirements before attempting to download, stream or use the Services.

5. YOUR DEVICES

You must ensure you have all necessary rights to access the Services from, and/or download, or use the Invstr Software to, the device(s) you use for these acts ("Device"). Charges may be applied by service providers for internet access on such Devices. You accept full responsibility for the use of the Services on or in relation to any Device, whether or not it is owned by you.

6. YOUR PROMISES TO US

You promise Us that you are at least 13 years old. If you are 13 or older, but under the age of 18, you should review the Invstr Terms with your parent or guardian to make sure that you and your parent or guardian have understood them to your satisfaction. You agree not to allow anyone under 13 years old to access or use our Services from your Device. Please see section 8 Competitions for age exceptions.

You also promise Us that any information and details provided by you to Us, including on registration for an account, are true, accurate and up to date in all respects and at all times. You can update or correct your personal details at any time from the 'Edit Profile' screen in the "Profile" section of the App or Website.

7. CHARGES AND PAYMENTS

You may download the App or access the Website free of charge. You may play the interactive games free of charge but you acknowledge that certain additional services and content such as, but not limited to, in-game features such as additional trades, undos and power-ups, premium content such as charting tools, stats and portfolio builders, analytical calculators, report cards, content cards, personal track records or research reports, brokerage accounts, banking accounts and services, and described for example, as Invstr Stats, Invstr+, Invstr Plus, Invstr Academy or a 3rd Party Provider, may only be accessed by you in exchange for payment and which require you to register further details about you, and accept additional terms and conditions depending on the Services for which you register. All fees can be seen here.

You acknowledge that by accepting to purchase Invstr Services, you expressly consent to the supply of such services and content immediately and that by consenting to such supply, you acknowledge that you may lose your right to cancel such transaction within the 14 day cooling off period provided by law.

Furthermore, where you purchase in-app Services and Content, your payment will need to be authenticated using either Apple App Store or Google Play Store. You must abide by their rules as outlined in Schedule 1 and furthermore with their own terms of use, details of which can be found here: [Apple Media Services Terms & Conditions](#) or [Google Play Terms of Service](#)

8. COMPETITIONS

We run multiple games and league tables, including invitation-only and private competitions, some in conjunction with third-party associates, (the "Competitions") such as, but not limited to, Academy Challenge, Fantasy Finance, Fantasy League

Competition, Raw, Supreme or Xtreme League, Invstr Challenge, Invstr Mini, each of which involves an element of skill, judgement or knowledge, consecutively or simultaneously. We may also enable You to create your own private leagues, and to join other participants' private leagues at your own risk. Employees of Invstr Limited or their family members or anyone else connected in any way with a Competition or helping to set up a Competition may, at Our discretion, enter a Competition. However, they are explicitly excluded from winning prizes, if prizes are offered.

Although in-app purchases may be made to boost certain Competitions using features that may help a competitor's chances, there is no entry fee and no purchase necessary to enter and win a Competition.

To be eligible to win a Competition, normally you must be registered with Us.

Further to Clause 6, we may impose a particular age limit in relation to any of our Competitions, otherwise they are open to all persons at the date of their entry. However, We reserve the right to require that the parent or guardian of any person aged 18 or less confirms in writing that they agree to be bound by these terms and conditions and will accept any prize on behalf of an under-18 prize winner.

We reserve the right to cancel or amend a Competition. Any changes to a Competition will be notified to entrants as soon as possible by Us.

When given, prizes are not transferable. Prizes are subject to availability and We, or our associates, reserve the right to refuse any prize without giving notice.

One or more winners will be chosen based on the competition rules for each event.

When prizes are given, Winners will be notified by email within 28 days of the closing date. If the Winners cannot be contacted or do not claim a prize within 30 days of notification, We reserve the right to withdraw the prize from that winner and pick an alternative Winner. Competition prizes will be awarded to the Winners, at the discretion of Invstr, or its associates.

We may in our sole discretion disqualify any entrant from any Competition who fails to meet the eligibility criteria or whom we suspect of foul play. This includes, but is not limited to, taking advantage of bugs in the Invstr Services, exploiting time differences in dual-listed instruments (market arbitrage), or multiple sign-ups to the App. In the event that any entrant is disqualified from the Competition, We may decide whether a replacement should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Rules.

It will be Invstr's, or its associates, sole decision as to whether any eligibility requirement has or has not been met and we may require evidence or confirmation from entrants before awarding prizes.

Our decision in respect of all matters to do with the Competition will be final and no correspondence will be entered into.

Winners agree to the use of their name and image in any publicity material. Any personal data relating to the winner or any other entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the entrant's prior consent.

Your entry into the Competition will be deemed as an acceptance of these terms and conditions.

Winners will be chosen based on the Competition rules for each event. Rules on a Competition by Competition basis are available either on our website or through the App.

9. INCENTIVES

From time to time, We may offer a Refer a Friend scheme to Invstr users whereby you are invited to earn Referral Bonuses by inviting others to join Invstr. Terms of

the Invstr Refer a Friend scheme are described here and apply to you and your friends (together referred to as the “Participants”).

We may suspend, terminate or change the terms and requirements of the Invstr Refer a Friend scheme Terms at any time and for any reason.

10. PERSONAL INFORMATION

Protecting your privacy is very important to Us. We like to keep in touch with you and We will send you information or advice about features and services that We provide. By using the App you agree that We can approach you in this way. We also understand that lots of emails can be annoying so We try to keep ours to a minimum. Nevertheless, if you feel you are getting too many you can always change your communication settings in the App, including selecting the unsubscribe link that exists in every communication We send. You can also change your email address through your Account settings in the App whenever you want to.

Please note there are some communications that are integral to the Services We provide and cannot be opted out. This applies to, but not limited to, notifications advising you of changes in the terms of use and so on.

For more detailed information please review our Privacy Policy in order to better understand our commitment to maintaining your privacy as well as our use and disclosure of your information. You agree to Us using your personal information as described in our [Privacy Policy](#).

11. YOUR RIGHTS TO USE THE SERVICES

In exchange for you complying with the Invstr Terms, We grant you, at our sole discretion, a revocable, non-transferable and non-exclusive licence to: access and use the App and/or Website; and download or stream a copy of the Invstr Software and any Content onto your Device and to view, use and display the Invstr Software and any Content on your Device(s).

You acknowledge that your use of the Services grants you no rights in or to the Services or any of our intellectual property rights (including copyright, trademarks

and patents) other than the right to use the Services in accordance with the Invstr Terms. We do not sell the App, the Website, or Invstr Software to you.

You acknowledge and agree that internet transmissions are never completely private or secure. You understand that any messages or information you post, send or share using the App, the Website or the Invstr Software may be read or intercepted by others.

We may include links in our Services to third party applications, news services, including RSS feeds, or other service providers such as research providers, brokers and banks. We are not responsible for their privacy practices or the way they handle any personal information they may collect about you. You should ensure you read their privacy policies carefully before using these Services.

12. RESTRICTIONS ON YOUR USE OF THE SERVICES

You agree:

1. not to copy the Services (or any part of any of them) except where such copying is incidental to your use of the Services in accordance with the Invstr Terms;
2. not to make alterations to, or modifications of, the whole or any part of the Services, or permit the Services or any part of any of them to be combined with, or become incorporated in, any other programs;
3. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Services or attempt to do any such thing except to the extent that such actions in respect of the Invstr Software cannot be prohibited because they are essential for the purpose of achieving interoperability of the Invstr Software with another software program, and provided that the information obtained by you during such activities:
 - a. is used only for the purpose of achieving interoperability of the Invstr Software
 - b. is not unnecessarily disclosed or communicated without our prior written consent

- c. is not used to create any software that is substantially similar to the Invstr Software;
4. not to create alternative servers for use with our Services. You must not use our Services in conjunction with any servers other than the servers We provide;
5. not to reverse engineer any data provided to you as part of the Services;
6. not to rely on the accuracy of any data provided to you as part of the Services;
7. not to use or create software which automatically interacts with our Services, such that the level of user interaction required is less than would be required without that software (except to the extent required for web accessibility purposes);
8. not to do anything which may disrupt, damage, or impair our Services (or any part thereof), or prevent other users from using any part of our Services;
9. not to intercept or modify the communications between our Services and our servers;
10. not to deliberately exploit any bugs you find in our Services;
11. not to use our Services for any illegal or unlawful purpose; and
12. not to provide or otherwise make available the Services (or any data made available to you in the provision of the Services) in whole or in part (including any object and source code), in any form to any person without prior written consent from Us.

13. ENDING YOUR USE OF OUR SERVICES

You can simply choose to stop using the Services and remove the Invstr Software from your Device(s) at any time. In addition, you may log out from the “Settings” screen of the App or Website.

You acknowledge that your use of the Services is subject to our discretion and We may, at our sole discretion, withdraw your rights to use the Services on the provision of written notice with immediate effect, including termination of your account for non-use of the Services. If our withdrawal of your rights to use the

Services affects the cancellation of any subscription prior to the end of a month in respect of which you have already made a subscription payment, then you will be refunded a pro rata amount of such subscription payment corresponding to the period for which you have not received benefit of the subscription.

14. ACCOUNT

You may need to create an account or accounts with Us to access or use the Invstr Software, Services or certain features of the App or our Website. Your account is personal to you and may not be transferred to or shared with others.

You are responsible for keeping your account and login details secure and are responsible for all activities that are carried out under them. You should choose a strong, unique password, which you do not disclose to anyone else or use with any other service. You should also install anti-virus and firewall software on your Device and install security updates on your Device in a timely fashion. We will not be responsible for any losses suffered by you in circumstances where your account is used by someone else, unless this is caused by our negligence.

15. ACCEPTABLE USE OF THE SERVICES

You acknowledge that the Services enable you to communicate with other users of our Services and post comments and briefings, messages, investment ideas, personal information, images, text and other material (“User Content”) which can be seen by others, for example, in Invstr feeds, league tables, profiles, public or private chat groups or anywhere else in the App, Website or Invstr Software.

You agree that in using the App, Website and the Invstr Software, you will:

1. not post or otherwise make available any User Content which is unlawful, defamatory, obscene, offensive, racist, illegal, incites hatred or criminal activity, has the effect of being harassing, threatening or abusive to any individual or group of individuals (including on the basis of religion, gender,

- sexual orientation, race, ethnicity, age, disability or otherwise) or which infringes any third party's rights;
2. not spread rumours in relation to any investments, markets or any other financial information;
 3. not create false impressions in relation to any investments, markets or any other financial information;
 4. not manipulate the financial markets in any way in your use of the Services;
 5. not discriminate against other users of the Services;
 6. not provide investment advice or hold yourself out as providing investment advice;
 7. not create spam messages;
 8. not distribute viruses or any other technologies that may harm Us or the interests of any other users of the Services, or otherwise interfere with or disrupt our systems;
 9. not do anything to bring Us or the Services into disrepute;
 10. not solicit or attempt to solicit personal information from any other user;
 11. not impersonate any other person, including falsely representing a company
 12. not advertise other products or services; and
 13. not use our messaging facilities to lie to or deceive other users (i.e. you must not 'scam' other users) or to advertise or promote third party or your own products and services.

By posting or making available any User Content via our Services, or by sending any User Content to Us, you are promising Us that you have the right and all necessary approvals to use such User Content and that We can use it in any media without any payment or obligation to you or anyone else. You further promise Us that the availability or publishing of any such User Content as part of our Services will not cause Us to infringe the rights of any third party or to be in breach of any applicable law or regulation. You agree to compensate Us for any losses We suffer as a direct result of any breach by you of any of the promises made by you in section 18.

You acknowledge that We, nor Administrators of Private League Chat Rooms, do not monitor or moderate User Content made available by users of the App, our Website or Invstr Software. However, if We are made aware of any User Content which We reasonably consider does not comply with the Invstr Terms, We may remove it and

suspend the account of any User who continues to use the Services in an unacceptable way. Also, an Administrator of any Private League Chat Room can remove You from the group without recourse. Please note that any of the User Content posted via the functionality available on the App or Website is the opinion of the person posting or sending only and such postings do not constitute any form of recommendation, representation, endorsement or arrangement by Us. Although We have rules for the posting and uploading of User Content, our interactive features may be misused and sometimes User Content can still be posted that is misleading or deceptive. You should not therefore rely on any User Content being accurate or complete. You accept that if you do rely on any User Content which has been posted or uploaded, you do so at your own risk.

If any User Content makes you feel threatened, or abused, or if you believe any User Content is offensive or otherwise breaches the Invstr Terms, please use the report flag or contact Us via the "Report A Problem" option in Contact Support or by using the contact details set out at section 28 below.

You may also flag any social content that you deem to be inappropriate.

If you post or submit User Content, unless We indicate otherwise, you grant: (a) Us and our group companies a nonexclusive, royalty-free and fully sublicensable and transferable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Content throughout the world, whether on a commercial or non-commercial basis, in any media; and (b) Us, our sub licensees and transferees the right to use the name that you submit in connection with such User Content, if We or our group companies should choose to do so.

You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such User Content. To the extent permitted by law, you agree to waive your right to be identified as the author of such User Content and your right to object to derogatory treatment of such User Content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to Us including the execution of deeds and documents, at our request and cost.

16. DISCLAIMERS

Please also read Schedule 2 for 3rd Party Disclaimers.

The information available through the provision of our Services (the “Information”) is provided to you for your personal information and educational entertainment purposes only. It is not intended as an offer, solicitation, invitation or inducement for the purchase, sale or holding of any financial instrument in any jurisdiction. The provision of our Services may contain information and opinion on investments that does not constitute independent investment research, nor non-independent research, and is therefore not subject to the regulatory protections afforded to research.

The Information does not constitute any form of advice or recommendation by Us and is not intended to be relied upon by You in making (or refraining from making) any investment decisions. Appropriate independent advice should be obtained before making any investment decision. Notwithstanding, this statement is overridden by the term of use for Invstr+ should you acknowledge and use the Services provided therein.

The Information may comprise views, opinions and recommendations of individuals from the general public who may have little or no training, education, experience or any other specialised knowledge of the markets, investing or other financial matters. Further, investment markets can change rapidly so that Information may be out-of-date. The views expressed should not be taken as statements of fact nor should reliance be placed on them when making investment decisions. We do not endorse any opinions or recommendations made in the course of the provision of Services to you, and We do not represent or guarantee that any of the information available is accurate, reliable, current, complete or appropriate for your needs.

Any trading in financial instruments involves a risk of substantial losses. In connection with any such transaction, you should note that:

1. financial transactions are risky;
2. the price of financial instruments, and the income derived from them, can go down as well as up, and investors may not get back the amount they invested; and

3. past performance is not necessarily a guide to future performance.

In connection with your use of the Services and any User Content made available by you, you agree to comply with all applicable local, state, national or international law and regulation, including, but not limited to, the market abuse regime of the Financial Industry Regulatory Authority (FINRA). In particular, you agree to not use the App or the Website to:

1. upload, post, email, transmit or otherwise make available any information which:
2. is inaccurate or misleading, or any information which would have the effect of distorting the market; or
3. which you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); or
4. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

17. CONTENT AND THIRD PARTY LINKS

You acknowledge that We are not responsible for the accuracy of the Content (including any Content for which you have paid or are obliged to pay for access in accordance with section 7). No representation or warranty, express or implied, is made to the accuracy or completeness of Information. We accept no liability for direct or consequential loss arising as a result of the accuracy, timeliness, completeness or usefulness of information available through the App or Website. Any arrangement made between you and any third party named on the App or Website is at your sole risk and responsibility.

You further acknowledge that:

1. You are aware that there may be a conflict of interest between our use of Content and Us making available the Content to you in the course of providing you with the Services;

2. You are not relying on the Content for the purpose of making any investment decisions; and
You further acknowledge the additional disclaimers of Content providers as set out in Schedule 2

The Services may contain links to third party websites or Services that are not operated or controlled by Us, including, without limitation, Third Party Content. You acknowledge and agree that We are not responsible for and do not endorse their content or its accuracy. For the avoidance of doubt, this also includes use of the App's RSS news reader capability whereby you may select to view additional third party content.

You acknowledge that where Content is provided to you by a third party, such third party endeavours to ensure the accuracy and reliability of the information provided but does not guarantee its suitability, availability, service level, timelines, accuracy or reliability and accepts no liability (whether in tort or contract or otherwise), subject to its own terms and conditions (where applicable), for any loss or damage arising from any interruption, defect, error, delay, inaccuracies or omissions in such information.

In addition, brand and company logos used by Invstr are owned by the respective companies. The use of a company's brand logo does not represent an endorsement of Invstr by the company, nor that of the company by Invstr, nor does it imply the existence of any contractual relationship.

18. YOUR LEGAL RIGHTS AND THE LIMITS ON OUR LIABILITY TO YOU

We accept liability for death or personal injury caused by our negligence or that of our employees and agents. We also accept liability for fraud and fraudulent misrepresentation by Us or our employees or agents. Notwithstanding, under no circumstances shall We have any liability to You for any loss or damage of any kind incurred as a result of You using the App, including participating in any Competition or Competitions as described in section 8 above, or any reliance on any information provided by Us or other users or participants through the App, including feeds

and, or private chat channels. Your participation in any part of the App and your reliance on any information is solely at your own risk.

If We breach the Invstr Terms, We shall only be liable for losses which are a reasonably foreseeable consequence of such a breach up to a maximum of the greater of: (i) the amount you have paid to Us over the previous 6 months; and (ii) 50 US Dollars. "Foreseeable" means that the losses could have been reasonably contemplated by you and Us at the time of entering into these Terms.

We are not responsible for: (i) losses not caused by our breach; (ii) indirect losses which means loss to you which is a side effect of the main loss or damage and where you and We could not have reasonably anticipated that type of loss arising at the time of entering into the Invstr Terms; (iv) any loss arising as a result of the accuracy, timeliness, completeness or usefulness of any Information; or (v) failure to provide the Services or to meet any of our obligations under the Invstr Terms where such failure is due to events beyond our control (for example a network failure).

You have certain rights under the law. These include that We will provide the Services with reasonable care and skill. Nothing in the Invstr Terms (including in this section) is intended to or will affect your statutory rights. Save as expressly set out in this Agreement, all conditions, representations, warranties, undertakings or other terms whether express or implied, statutory or otherwise are excluded from this Agreement to the fullest extent permitted by law.

19. REMEDY

If you breach the Invstr Terms, then (without limiting any other remedy We may have), We may at our sole discretion, disable, partially disable, modify, or delete any or all of your accounts, block your IP address or Device from accessing our Services, adjust your Game data, or in any other lawful way partially or fully restrict your access to any of our Services.

You also agree to compensate Us and keep Us compensated for any loss We suffer (including financial or reputational loss) howsoever arising, as a result of your breach of any of the Invstr Terms.

20. AVAILABILITY OF SERVICES

Whilst We use reasonable efforts to provide a reliable service and software, We do not and cannot guarantee that the App, our Website or our Invstr Software will be available 100% of the time. All software may contain bugs, and all hardware can suffer failures. You also acknowledge that failures, defects or other issues which have a detrimental effect on the Services may occur due to events beyond our reasonable control, such as poor network communication issues.

We want to continually improve our Services and so We reserve the right to alter the App, our Website and Invstr Software at any time, including adding, removing or changing features (which may advantage or disadvantage you). We will always try to make changes in a way which We feel benefits our users. For example We may make changes to correct a mistake, or to replace an unpopular feature with one We feel more users will appreciate, or to make the system requirements better match the hardware of the majority of its users. We will try to give you notice of any material changes to the Services. If We change the Services to your detriment, you can terminate your agreement with Us (including any subscription you may have) at any time by logging out of your account, deleting the App from your device, or notifying us by email using info@Invstr.com. Please see section 13 for more details on ending your use of the Services.

21. CHANGES TO THE INVSTR TERMS

You agree that We may update or amend the Invstr Terms to reflect updates to our Services and/or as a result of legal or regulatory changes. We will give you reasonable notice of any changes to the Invstr Terms, and your continued use of the App, the Website or Invstr Software will signify your agreement to those changes.

22. RIGHTS OF THIRD PARTIES

The Invstr Terms are not intended to give rights to anyone except you and Us, except as stated otherwise in Schedules 1 and 2.

23. ASSIGNMENT

You acknowledge that We may transfer our rights under the Invstr Terms (and any related claims) to any third party without having to obtain your prior consent.

24. NO WAIVER OF LEGAL RIGHTS

If you breach the Invstr Terms and We take no action against you, We will still be entitled to use our rights and remedies in any other situation where you breach the Invstr Terms.

25. ENTIRE AGREEMENT

The Invstr Terms constitute all terms agreed upon between You and Us and supersede any prior agreements in relation to our Services. You represent that you have not accepted the Invstr Terms in reliance on any oral or written representations made by Us that are not contained in the Invstr Terms.

You acknowledge that your right to access and use the Services is also subject to:

1. applicable law;
 2. any rules or policies applied by the relevant app store or other distribution channel from which you access the App (as specified in Schedule 1);
 3. any additional terms and conditions of any third party which are applicable in respect of the purchase of Third Party Content which are brought to your attention prior to such purchase;
 4. the terms of your employment contract, where applicable;
 5. any rules or policies applied by any investment exchange, where applicable;
- or
6. any rules or policies applied by any other content or news provider, where applicable.

26. VALIDITY

If any part of the Invstr Terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

27. DISPUTES

These conditions are governed by and construed in accordance with English law. We both agree to submit to the non-exclusive jurisdiction of the English courts, which means that you may bring a claim to enforce your consumer protection in the country in which you live.

28. CONTACT DETAILS

If you have any questions, complaints or comments about Us or our services then please [contact us](#) by email using info@Invstr.com, in writing by post to 17 Waterloo Place, London, SW1Y 4AR, United Kingdom.

SCHEDULE 1

When accessing the App through any other App Store, you acknowledge that your use of the App may be subject to the terms of service of the relevant app store through which you access the App.

When accessing the App through the **Apple App Store** or **Mac Store** You acknowledge that the Invstr Terms are concluded between you and Us, and not with Apple, Inc. You acknowledge that your use of the App is subject to the Apple App Store usage rules as set out [here](#) (the “Apple App Store Usage Rules”) (which you acknowledge you have had the opportunity to review) and in the event of a conflict between these Invstr Terms and the Apple App Store Usage Rules, the Apple App Store Usage Rules shall take precedence.

- Scope of Licence: Your licence to use the Services is limited to use of the Services on an Apple device that you own or control and as permitted in accordance with iTunes Usage.
- Maintenance and Support: Apple, Inc. has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- Warranty: To the maximum extent permitted by applicable law, Apple, Inc. will have no warranty obligation whatsoever with respect to the App.
- Product Claims: We acknowledge that We, not Apple, Inc. are responsible for addressing any claims you or any third party may have relating to the App or your possession and/or use of that 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. Our liability to you is not limited beyond what is permitted by applicable law.
- Intellectual Property Rights: In the event of any third party claim that the App or your possession and use of that App infringes any third party's intellectual property rights, We, and not Apple, Inc. will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

– Legal Compliance: 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; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

– Third Party Beneficiary: Apple, Inc. and its subsidiaries, are third party beneficiaries of the Invstr Terms, and that, upon your acceptance of the Invstr Terms, Apple, Inc. will have the right (and will be deemed to have accepted the right) to enforce the Invstr Terms against you as a third party beneficiary thereof.

When accessing the App through the **Amazon** Appstore You acknowledge that your use of the App is subject to the Amazon Appstore customer terms of use, as set out [here](#) (the “Amazon Appstore Rules”) and in the event of a conflict between these Invstr Terms and the Amazon Appstore Rules, the Amazon Appstore Rules shall take precedence.

When accessing the App through the **Google Play** Marketplace You acknowledge that your use of the App is subject to the Google Play terms of service, as set out [here](#) (the “Google Play Marketplace Terms”) and in the event of a conflict between these Invstr Terms and the Google Play Marketplace Terms, the Invstr Terms shall take precedence.

Invstr Mini via Snap.

When accessing Invstr Mini through **Snap** you acknowledge that your use of the App is subject to the Snap terms of service as set out [here](#) (Snap Inc. Terms of Service) and in the event of a conflict between these Invstr Terms and Snap Terms of Service, the Invstr Terms shall take precedence.

SCHEDULE 2

Third Party Disclaimers.

ICE Data Services provides the market data 'as is'. Neither ICE, nor its affiliates, nor any third party data provider will be liable to any user or anyone else for any interruption, inaccuracy, error or omission, regardless of cause, in the ICE Data Services information or for any damages (whether direct or indirect, consequential, punitive or exemplary) resulting therefrom.

Exchanges / Venues.

Venues providing Real Time Data include, but not limited to: Cboe US & Europe Equities, ICE Data (GTIS) FX data, Stuttgart Boerse Index Services. All market data prices are in real time. The real time market data has been created on an 'as is' basis, and the currency of the delayed market data is quoted as stated.

Venues providing Delayed Data include, but not limited to: Chicago Mercantile Exchange, Chi-X Australia, Chi-X Japan, Hong Kong Stock Exchange, Istanbul Borse, Korea Koscom Index Information, NASDAQ, National Stock Exchange of India, NYSE, Shanghai Stock Exchange & China Indices, Singapore Stock Exchange, Taiwan Stock Exchange, Tel Aviv Stock Exchange, Tokyo Stock Exchange Index Service, Toronto Stock Exchange, Warsaw Stock Exchange. All market data prices are at least 15 minutes delayed. The delayed market data has been created on an 'as is' basis, and the currency of the delayed market data is quoted as stated.

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SCHEDULE 3

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