

## Terms of Use

**Updated: February 20, 2017**

FeeX Inc. (including its affiliates) ("FeeX", "we", "our") welcomes you (the "User/s", or "you") to our website at [www.feex.com](http://www.feex.com) (the "Site"). FeeX is a web platform that provides Users information pertaining to fees associated with financial products and services they or their Clients (as defined herein) use or may consider using (the "Service" as further detailed below). The Services may also be used by professional advisors using the Site and/or Service on behalf of an end user ("Client") to whom you provide professional advice. You may use the Service and/or the Site in accordance with the terms and conditions hereunder.

FEEX IS AN SEC REGISTERED INVESTMENT ADVISOR. FEEX IS NOT A LICENSED FINANCIAL PLANNER, REGISTERED REPRESENTATIVE, BROKER, DEALER OR TAX ADVISOR, NOR DOES IT PRESENT ITSELF AS SUCH. THE SITE AND/OR SERVICE DO NOT PROVIDE LEGAL, TAX OR FINANCIAL ADVICE AND SHOULD NOT BE USED AS YOUR OR YOUR CLIENT'S SOURCE FOR MAKING ANY SUCH DECISIONS. FEEX'S FOCUS IS THE FEES CHARGED BY FINANCIAL PRODUCTS OR SERVICES YOU OR YOUR CLIENTS USE OR MAY USE AND DOES NOT EVALUATE OR ASSESS THE QUALITY OR PROSPECTS OF INVESTMENT CHOICES. YOU SHOULD MAKE ALL YOUR FINANCIAL DECISIONS ON THE BASIS OF PROFESSIONAL AND AUTHORIZED ADVICE WHICH IS BASED ON A PROFESSIONAL ASSESSMENT OF YOUR INDIVIDUAL AND OTHER RELEVANT CIRCUMSTANCES/YOU SHOULD PROVIDE PROFESSIONAL ADVICE BASED ON YOUR ASSESSMENT OF YOUR CLIENT'S INDIVIDUAL AND OTHER RELEVANT CIRCUMSTANCES. SEC REGISTRATION DOES NOT IMPLY A CERTAIN LEVEL OF SKILL OR TRAINING.

### **1. Acceptance of the Terms**

By entering to, connecting to, accessing or using the Site and/or Service (as defined below), and/or by granting us access to the Data (as such term is defined below) you acknowledge that you or your Clients (if applicable) have read and understood the following terms of use including the terms of our [Privacy Policy](#) (collectively, the "Terms") and you or your Clients agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site and/or Service and you or your Clients acknowledge that these terms constitute a binding and enforceable legal contract between FeeX and you/them. IF YOU OR YOUR CLIENTS DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE SITE AND/OR THE SERVICE AND DO NOT GRANT FEEX ACCESS TO YOUR DATA.

### **2. The Service and the Site**

FeeX provides Users information pertaining to fees associated with financial products and services they or their Clients use or may consider using. Users who wish to use the Service are asked to provide FeeX with certain information regarding their or their Client's financial products and services portfolio as well as contact information and additional personally indefinable information as further detailed in the FeeX [Privacy Policy](#) ("Data").

FeeX will use its proprietary technology to process information provided by Users and information obtained from third party sources in order to analyze the fees and other characteristics of their various financial products and services. FeeX will then provide Users with an analysis containing information regarding their or their Client's various financial products and services, the fees related thereto, and if applicable provide Users with comparable financial products and services alternatives which may offer lower fees (the "Analysis/Analyses"). FeeX may offer additional related premium services to its Users, which may change from time to time.

NOTE THAT THE ANALYSIS THAT FEEX PROVIDES THROUGH YOUR USE OF OUR SITE ARE FOCUSED ON THE ISSUE OF RELATIVE FEES YOU OR YOUR CLIENTS MAY BE CHARGED IN CONNECTION WITH FINANCIAL PRODUCTS OR SERVICES YOU OR YOUR CLIENTS USE AND/OR MAY CONSIDER USING. FEEX DOES NOT EVALUATE NOR ASSESS THE QUALITY OR PROSPECTS OF INVESTMENT CHOICES. FEEX DOES NOT TAKE INTO ACCOUNT ALL PARAMETERS THAT SHOULD BE CONSIDERED WHEN MAKING FINANCIAL DECISIONS. BE AWARE THAT THERE ARE VARIOUS ADDITIONAL PARAMETERS THAT SHOULD BE TAKEN INTO ACCOUNT BEFORE MAKING ANY FINANCIAL DECISION (SUCH AS WITH RESPECT TO RISK TOLERANCE, INVESTMENT OBJECTIVES, INVESTMENT HORIZON, MARKET CONDITIONS, TAX CONSIDERATIONS, ETC.). SOME DECISIONS WITH RESPECT TO FINANCIAL PRODUCTS OR SERVICES YOU OR YOUR CLIENTS MAY USE ARE IRREVERSIBLE (SUCH AS IN THE EVENT OF ROLL OVER OF A 401K PLAN ACCOUNT TO AN INDIVIDUAL RETIREMENT ACCOUNT (IRA) UNDER CERTAIN CIRCUMSTANCES). YOU SHOULD MAKE ALL FINANCIAL DECISIONS ON THE BASIS OF A PROFESSIONAL ASSESSMENT OF YOUR INDIVIDUAL AND OTHER RELEVANT CIRCUMSTANCES/ YOU SHOULD PROVIDE PROFESSIONAL ADVICE BASED ON YOUR ASSESSMENT OF YOUR CLIENT'S INDIVIDUAL AND OTHER RELEVANT CIRCUMSTANCES.

The information provided by the Service via the Analysis, is intrinsically fluctuant and may be inaccurate, incomplete or outdated. FEEX NOR ANY OF ITS SERVICE PROVIDERS PROVIDE ANY WARRANTIES TO THE CREDIBILITY, ACCURACY, COMPLETENESS, FITNESS FOR PURPOSE, OR RELIABILITY OF SUCH INFORMATION.

### **3. Minors**

To enjoy the Service you must be over the age of eighteen (18). We reserve the right to request proof of age at any stage so that we can verify that minors under the age of eighteen (18) are not using the Service. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the Service, we will prohibit and block such User from accessing the Service and will make all efforts to promptly delete any Personal Information (as such term is defined in our [Privacy Policy](#)) with regard to such User.

### **4. The Data and content you provide**

When you provide any Data related to your or your Client's financial portfolio to FeeX and its service providers, you represent and warrant that you have full authority and consent (if applicable) to provide us and our service providers with such Data. Neither FeeX nor its service providers receive any ownership rights in and to the Data, however, by providing your Data to FeeX and its service providers, you hereby grant FeeX and its service providers an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sublicensable, commercial and transferable license to use, prepare derivative works, modify, display in public and publicly perform the Data, order to (i) provide the FeeX Services and/or the service provider's services, (ii) to develop, improve and customize any and all services and offering available through any FeeX Services, including such services' accuracy and interface; (iii) allow FeeX and/or its service providers, to the extent permitted by law, use, transact in and/or disclose aggregate, non-personally identifiable Data and (iv) to comply with any applicable law or regulation. Without derogating from the above, we may also share a generic form of the Data you provided us in an anonymous way that does not identify you or reveal your level of assets.

BY PROVIDING FEEX AND ITS SERVICE PROVIDERS WITH YOUR OR YOUR CLIENT'S DATA YOU HEREBY WARRANT THAT YOU HAVE FULL AUTHORITY AND CONSENT (IF APPLICABLE) TO PROVIDE US WITH THE DATA AND THAT YOU WILL PROVIDE US ONLY WITH TRUE, CURRENT, COMPLETE, ACCURATE AND UP TO DATE INFORMATION. NOTE THAT THE ACCURACY OF THE INFORMATION PROVIDED VIA THE ANALYSIS IS DEPENDENT ON THE ACCURACY OF THE INFORMATION THE USERS PROVIDE US WITH.

## **5. Obtaining your Data from Third Parties: "Link Accounts" Option**

As part of the Service, you can direct FeeX and its service providers to retrieve your Data, which is maintained online by third-party financial institutions (“**Financial Service Providers**”), by using the "Link Accounts" (or "Connect Automatically") option on the Site. We will then connect with your Financial Service Providers to access this Data, either independently or through our service providers. Neither we nor our service providers make any effort to review the Data for any purpose, including but not limited to accuracy, legality or non-infringement. Neither we nor our service providers are responsible for the products and services offered by or on Financial Service Providers’ sites. Neither we nor our service providers are responsible for fees charged by Financial Service Providers’ sites as a result of using the Service. Neither we nor our service providers can always foresee or anticipate technical or other difficulties, which may result in failure to obtain the Data from your Financial Service Providers, or loss of data, personalization settings and/or other service interruptions. Neither we nor our service providers can assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any User's Data, communications or personalization settings.

By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content through the Service, you are licensing that content to us and our service providers for the purpose of providing our and/or our service providers services. By submitting this content to us, you represent that you are entitled to submit it to us for use for this purpose, without any obligation by us or our service providers to pay any fees or other limitations (including any particular time limit).

By using the Service, you hereby grant us and our service providers your permission to access your Data which is maintained by identified Financial Service Providers, on your behalf as your agent. When you use the “Link Accounts” feature of the Service, we will submit information including (as necessary) usernames and passwords that you provide to obtain the relevant information (including but not limited to statements and documents), from your Financial Service Provider. You hereby authorize and permit us and our service providers to use and store information submitted by you to accomplish the foregoing and to configure the Service so that it is compatible with the Financial Service Providers sites for which you submit your information.

You hereby grant FeeX and its service providers a limited power of attorney, and appoint each as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers and documents and retrieve and use your Data as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person, all in connection with retrieving the Data as part of providing you with the Service. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FEE X AND ITS SERVICE PROVIDERS ARE ACCESSING AND RETRIEVING YOUR DATA FROM THIRD PARTY SITES, FEE X AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY.** Notwithstanding anything in these Terms to the contrary, neither we nor our service providers shall have authority hereunder to take or have possession of any assets in the accounts maintained by such third parties or to direct delivery of any securities or payment of any funds held in such account to ourselves or to direct any disposition of such securities or funds. You agree that Financial Service Providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

## **6. Permitted Uses**

FeeX authorizes Users of the Site and/or Service to use the Analysis produced by our Service. FeeX is the sole and exclusive owner of the Analysis and any data collected and/or generated by FeeX (other than data provided by you). The Analysis may be used to supplement, not substitute for, financial advice and decision making.

Any use you or your Clients make of the Analysis is subject to the following restrictions: (i) you may not remove, conceal or disassociate any copyright, trademark or other proprietary notices contained in any Analysis, (ii) you may not modify, reproduce, display, perform, distribute, prepare derivative works from (including creating any indices therefrom), or otherwise use the Analysis in ways not expressly permitted by these Terms, and (v) allow and/or enable a third party to do any of the aforementioned.

## **7. Use Restrictions**

There are certain conducts which are strictly prohibited on the Site and when using the Services. Please read the following restrictions carefully. Your failure to comply with the provisions set forth herein may result (at FeeX's sole discretion) in the termination of your access to the Site and Services and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Analysis, Site and/or the Service, including without limitation any Java applets associated with the Service, in any way or publicly display, perform, or distribute them; (ii) copy or make a derivative work of the Service or any part, feature, function or user interface thereof; (iii) make any use of the Analysis on any other website or networked computer environment for any purpose, or replicate or copy the Analysis without FeeX's prior written consent; (iv) knowingly or negligently interfere with or violate any other Site visitor's or user's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of this Site without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (v) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (vi) transmit or otherwise make available in connection with this Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vii) knowingly or negligently interfere with or disrupt the integrity or operation of this Site (including third party data contained therein), or the servers or networks that host this Site or make this Site available, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (viii) sell, resell, license, sublicense, transfer, assign, distribute, rent, lease or exploit for any commercial purposes any use of or access to the Analysis, Services and this Site or include any Service in a service bureau or outsourcing offering; (ix) frame or mirror any part of this Site without FeeX's prior express written authorization; (x) create a database and/or indices by systematically downloading and storing all or any of the Analysis from this Site for any purposes including in order to build a competitive product or service; (xi) forward any data generated from this Site without the prior written consent of FeeX; or (xii) transfer or assign your Accounts' (as defined below) password, even temporarily, to a third party, or attempt to gain unauthorized access to the Services or a third party's Account; (xiv) use this Site for any illegal, immoral or unauthorized purpose; (xv) use the Site, the Service, and/or the Analysis for non-personal or commercial purposes (other than as intended and authorized via the Services) without FeeX's express prior written consent; (xvi) infringe or violate any of the Terms.

## **8. Registration and User Account on the Site**

Using the Service requires you to open an account by completing the registration form on the Site (the "Account"). The registration is free of charge. FeeX may offer premium services through the Site for a fee. You must safeguard and not disclose your username and password of your Account and supervise the use of such Account. You must provide accurate and complete information for creating an Account and you agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate. If you wish to either change your username to log-in on the Site or if you wish to terminate your Account you can contact us at: [support@feex.com](mailto:support@feex.com). Your Account on the Site will terminate within a reasonable timeframe following your request, and from that date of termination you will no longer be able to access your Account.

## **10. Use of 401(k) Rollover to IRA**

FeeX has referral arrangements with several Financial Service Providers. If you open an account with one of these Financial Service Providers, FeeX may be compensated for referring you. You will not be charged any additional fee by the third party Financial Service Providers we refer you to due to fact we provided the referral. The use of the services of such third party Financial Service Providers is subject to terms and conditions which are independent of these terms and are beyond the control of FeeX. Your decision to rollover to IRA and/or to use the services of any third party is your own responsibility. We urge you to review the terms and descriptions of our compensation arrangements. THE 401(K) ROLLOVER SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FEEX DOES NOT GIVE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR USABILITY OF THE PRODUCT. FEEX WILL NOT BE LIABLE FOR ANY LOSS, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL SUFFERED BY ANY USER AS A RESULT OF THEIR USE OF THE 401(K) ROLLOVER SERVICE. The rollover process is irreversible, any use of the Product is done at the User's own risk and the User will be solely responsible for any actions taken thereto.

## **11. Privacy Policy**

FeeX respects your privacy and is committed to protecting the information you share with us. FeeX believes that you have a right to know our practices regarding the information FeeX collects when you connect to, access or use the Site. Our policy and practices and the type of information collected are described in our [Privacy Policy](#). If you intend to connect to, access or use the Site you must first read and agree to the [Privacy Policy](#).

## **12. Availability**

The Site and/or Service availability and functionality depend on various factors. FeeX does not warrant or guarantee that the Site and/or Service will operate and/or be available at all times without disruption or interruption, or that it will be error-free.

## **13. Changes to the Site and/or Service**

FeeX reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Site and/or Service (or any part thereof) without notice, at any time. FeeX also reserves the right to designate any feature, service or any other part of the Service as premium and subject to cost. In addition, you hereby acknowledge that the Analyses provided under this Site may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that FeeX shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Site, the Service or the Analyses provided via this Site.

## **14. Disclaimer and Warranties**

THIS SECTION CONTAINS DISCLAIMERS OF FEEX'S WARRANTIES AND LIABILITIES UNDER THESE TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, INCLUDING WITHOUT LIMITATION ANYTHING TO THE CONTRARY IN THE LIMITATIONS IN THIS SECTION 14, NOTHING IN THESE TERMS SHALL BE DEEMED AS A WAIVER BY YOU OF ANY NON-WAIVABLE RIGHTS YOU HAVE UNDER U.S. FEDERAL OR STATE SECURITIES LAWS OR REGULATIONS. THE SITE AND/OR SERVICE, INCLUDING WITHOUT LIMITATION ANY CONTENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. FEEX AND ITS SERVICE PROVIDERS DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR SERVICE (INCLUDING

THE RESULTS RELATED TO OPTIMAL FEES) NOR DOES IT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT FEATURED ON THE SITE.

IT IS HEREBY MADE CLEAR THAT IF THE CONTENT INCLUDES INFORMATION REGARDING PAST PERFORMANCE OF OR FEES ASSOCIATED WITH THE FINANCIAL PRODUCTS, SUCH INFORMATION IS NO GUARANTEE FOR FUTURE PERFORMANCE OR FEES. FEEX AND ITS SERVICE PROVIDERS DO NOT, EITHER EXPRESSLY OR IMPLIEDLY, ENDORSE, RECOMMEND OR IN ANY MANNER ASSUME ANY RESPONSIBILITY OR LIABILITY – OTHER THAN ITS RESPONSIBILITIES AND LIABILITIES AS AN INVESTMENT ADVISOR UNDER U.S. FEDERAL AND STATE SECURITIES LAWS – FOR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE CONTENT, THE AND ALL INFORMATION WHICH IS DERIVED FROM THE USE OF THE SITE AND/OR SERVICE, NOR DOES FEEX AND ITS SERVICE PROVIDERS ASSUME ANY RESPONSIBILITY FOR ANY LOSS, INJURY AND/OR DAMAGES INCURRED AS A RESULT OR IN CONNECTION WITH THE USE OF THE SITE AND/OR SERVICE, OR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE CONTENT, THE SITE AND ANY AND ALL INFORMATION WHICH IS DERIVED FROM THE USE OF THE SITE AND/OR SERVICE. FEEX AND ITS SERVICE PROVIDERS DO NOT WARRANT THAT THE OPERATION OF THE SITE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS.

YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE THE SOLE AND ULTIMATE RESPONSIBILITY FOR DECISIONS (INCLUDING BUT NOT LIMITED TO ANY FINANCIAL AND/OR TAX DECISIONS) OR ACTIONS TAKEN AS A RESULT, THROUGH, IN CONJUNCTION WITH, OR BY THE USE IN ANY WAY, OF THE SITE AND/OR SERVICE (INCLUDING BUT NOT LIMITED TO THE ANALYSIS), INCLUDING WITHOUT LIMITATION DECISIONS OR ACTIONS TAKEN BASED ON INVESTMENT ADVICE PROVIDED BY FEEX. YOU ACKNOWLEDGE AND AGREE THAT FEEX DOES NOT EVALUATE NOR ASSESS THE QUALITY OR PROSPECTS OF YOUR, OR ANY OTHER, INVESTMENT CHOICES AND THAT FEEX DOES NOT HAVE DISCRETION OVER, OR SUPERVISION OR MANAGEMENT OF, YOUR ASSETS OR ANY RESPONSIBILITY FOR THE PERFORMANCE OF ANY INVESTMENT SELECTED AS A RESULT OF OUR ADVICE. YOUR USE OF THE SITE AND/OR SERVICE AND/OR THE CONTENT IS ENTIRELY AT YOUR OWN RISK.

#### **15. Limitation of Liability**

THIS SECTION CONTAINS LIMITATIONS OF FEEX'S LIABILITY UNDER THESE TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, INCLUDING WITHOUT LIMITATION ANYTHING TO THE CONTRARY IN THE LIMITATIONS IN THIS SECTION 15, NOTHING IN THESE TERMS SHALL BE DEEMED: AS A WAIVER BY YOU OF ANY NON-WAIVABLE RIGHTS YOU HAVE UNDER U.S. FEDERAL OR STATE SECURITIES LAWS OR REGULATIONS. IN NO EVENT SHALL FEEX OR ITS SERVICE PROVIDERS, INCLUDING THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AND ITS AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTIONS RESULTING FROM OR ARISING OUT OF YOUR USE OF THE SITE AND/OR SERVICE AND/OR THE CONTENT, ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE CONTENT AND ANY AND ALL INFORMATION WHICH DERIVES FROM THE USE OF THE SITE AND/OR SERVICE, FAILURE OF THE SITE AND/OR SERVICE TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL OR PROFITS, THE PERFORMANCE OR FAILURE OF FEEX OR ITS SERVICE PROVIDERS TO PERFORM UNDER THESE TERMS, ANY

OTHER ACT OR OMISSION OF FEE X OR ITS SERVICE PROVIDERS BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER FEE X OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **16. Indemnification**

You agree to defend, indemnify and hold harmless FeeX and its service providers from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Site and/or Service; (ii) your violation of any term of these Terms; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of the Site and/or Service (including your violation of any third party rights); and (iv) any claims for financial or other kind of damages arising out of any decision made or action taken or not taken in reliance on the use of the Site and/or Services (including but not limited to the use of the Analysis and results related to optimal fees).

You agree that FeeX's service providers are third party beneficiaries of the above provisions, with all rights to enforce such provisions as if FeeX's service provider were a party to this Agreement.

FeeX may change the Terms from time to time, at its sole discretion and without any notice. We will notify regarding substantial changes of these Terms on the homepage of the Site and/or we will send you an e-mail regarding such changes to the e-mail address that you provided in the registration form. Such substantial changes will take effect seven (7) days after such notice was provided on our website or sent by email. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

## **17. Termination of your Account and Termination of Site's Operation**

At any time, FeeX may block your access to the Site and/or Service, temporarily or permanently limit, suspend or terminate your Account, for any reason, at its sole discretion, in addition to any other remedies that may be available to FeeX under any applicable law. Such actions by FeeX may be taken if FeeX deems that you have breached any of these Terms in any manner.

Additionally, FeeX may at any time, at its sole discretion, cease the operation of the Site and/or Service or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that FeeX does not assume any responsibility with respect to, or in connection with the termination of the Site and/or Service operation and loss of any data. Sections 6, 7, 14, 15, 16, and 18, will survive the termination, or expiration of the Terms.

## **18. General**

These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to this Site or use of this Site will be governed by and interpreted in accordance with the laws of the State of New York, United States, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of this Site will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the State of New York, United States. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without FeeX's prior express written consent. FeeX may assign our rights and obligations under these Terms. FeeX will not be compensated on the basis of a share of capital gains upon or capital appreciation of your funds or any

portion of your funds. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and conditions between you and FeeX relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and FeeX. Notices to you may be made via email or regular mail. This Site may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**19. For Information, Questions or Notification of Errors, please contact:**

If you have any questions (or comments) concerning the Terms, you are welcome to send FeeX an email or otherwise contact FeeX to the following address and FeeX will make an effort to reply within a reasonable timeframe: [legal@feex.com](mailto:legal@feex.com)