

ClearingGateway Terms of Use

These Terms of Use (the “Terms”) govern your use of ClearingGateway.com (this “website”). By continuing to access or use this website, you agree to be bound by these Terms. ClearingGateway may update these Terms at any time. You are encouraged to review the Terms carefully prior to using this website and each time you return as they are subject to change.

1. Scope

- This website is operated by SaveDaily, the parent company of ClearingGateway.
- **These Terms contain a Predispute Arbitration Clause that requires that you and ClearingGateway agree to pursue any disputes in individual arbitration and that each of us waives the right to sue in court, including in a class action or representative proceeding. Please see Section 20, titled “Predispute Arbitration Clause,” for more information.**
- If you are a customer of ClearingGateway, your customer relationship is also governed by your account agreements and related documentation. If there is any conflict between these Terms and your account agreements, then your account agreements will govern.
- Certain sections of this website may contain separate terms and conditions, which are in addition to these Terms. You should read those additional terms and conditions carefully. By accessing such sections or pages, you agree to be bound by those additional terms and conditions. In the event of a conflict, those additional terms and conditions will govern your use of those sections or pages. You may be asked to execute supplemental agreements before you are permitted to access or use certain features or functionality within this website (each, a “Supplemental Agreement”). In the case of Supplemental Agreements presented to you online, you authorize ClearingGateway to rely upon “checks” or “clicks” in designated locations as your electronic signature and your agreement to the terms of such Supplemental Agreements. These Terms are in addition to any Supplemental Agreement and are not intended to supersede or modify any such Supplemental Agreement.

2. Limitations Regarding Information Presented

- This website is not intended to provide legal, tax, or insurance advice. In general, the information contained in this website has been prepared without reference to any particular user’s personal situation.
- Pricing and other information generated through the use of data or services made available via this website may not reflect actual prices or values that would be available in the market at the time provided or at the time that you may want to purchase or sell a particular security or other investment, including a digital asset. In addition, credit ratings are statements of opinions and are not statements of fact. Any reference to a particular investment or security, a rating or any observation concerning an investment that is part of this information is not a recommendation to buy, sell or hold such investment or security or other asset, does not address the suitability of an investment or security or other asset for any particular investor, and should not be relied on as investment advice.

3. Privacy of Information

- While using this website, you may be asked to provide certain information to us, such as account information, or contact or other personal information, in order to use certain capabilities and/or to subscribe to ClearingGateway services.
- All such information, as well as all other information collected when you use this website, may be accessible to ClearingGateway personnel, is subject to possible retention, and may be used and shared consistent with ClearingGateway's [Privacy Policy](#), which can be accessed at any time by clicking on the “Privacy” link that is in the footer of each page of this website.
- In addition, your use of this website may be monitored and recorded by us and/or our service providers for our business purposes.

4. Copyright Information

- This website, including the content presented on this website, is protected by applicable copyright laws. Accordingly, you may not copy, distribute, modify, post or frame-in this website, including any text, graphics, video, audio, software code, user interface design or logos, without our express permission.
- If you believe that your work has been copied in a way that constitutes copyright infringement, please provide ClearingGateway with the following information:
 - A description of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are the subject of a single notice, a representative list of such works.
 - An identification of the allegedly infringing material, and a description of where that material is located on this website.
 - Your address, telephone number, and email address.
 - A statement by you that you have a good faith belief that use of the disputed material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
 - A statement by you, made under penalty of perjury, that the information you provide in your notice is accurate and that you are the owner of the allegedly infringed copyright, or that you are authorized to act on behalf of the copyright owner.
 - Your physical or electronic signature as the owner, or a person authorized to act on behalf of the owner, the copyright allegedly infringed.
 - ClearingGateway's Agent for Notice of claims of copyright infringement can be reached as follows: By mail: ClearingGateway, ATTN: Diann Kozlowski, Chief Compliance Officer, 1503 South Coast Drive Ste 330, Costa Mesa, CA 92626 - By phone: 562-795-7504 - By email: diannkozlowski@savedaily.com

5. Linking to This Website & Links from This Website

- Unless you and ClearingGateway have agreed otherwise in writing, links from another website to this website must resolve to the top-level homepage of www.ClearingGateway.com. In order to avoid confusion, any link from a third-party website to the top-level homepage of www.ClearingGateway.com, must identify that ClearingGateway does not endorse, sponsor nor is affiliated with the third-party website, entity, service or product, and may not make use of any ClearingGateway trademarks or service marks other than those contained within the text of the link.
- ClearingGateway is not responsible or liable for any content, advertising, product, or other materials on or available from third party sites, even if linked from, or otherwise referenced on, this website. Any such link or reference does not constitute an endorsement or recommendation with respect to such products or sites.

6. Trademarks

- All trademarks and service marks on this website belong to SaveDaily Financial Group LLC or an affiliate, except third-party trademarks and service marks, which are the property of their respective owners as discussed below.

7. Third Party Content

- This website includes general news and information, commentary, interactive tools, quotes, research reports, data and other material, including ratings, concerning the financial markets, securities, digital assets, and other subjects. Some of this content is supplied by companies that are not affiliated with any ClearingGateway entity (“Third Party Content”). The Third Party Content is protected by copyright pursuant to United States laws and international treaties and is owned or licensed by the providers, their affiliates or their suppliers of such Third Party Content (“Third Party Content Providers”). You acknowledge and agree that the Third Party Content is and shall remain valuable intellectual property owned by the Third Party Content Providers, and that no proprietary rights are being transferred to you with respect to such content. Reproduction of any Third Party Content in any form is prohibited except with the prior written permission of the Third Party Content Provider credited. Any use by you of such Third Party Content beyond the scope of the services provided to you by ClearingGateway generally requires a license from the Third Party Content Provider, along with an associated fee based on usage.
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- You accept and assume all risks of using any Third Party Content. The inclusion of any Third Party Content on this website does not constitute an endorsement or recommendation from ClearingGateway of such Third Party Content or the Third Party Content Provider.
- Third Party Content shall not be distributed or redistributed in any manner by you or your agents. To the extent ClearingGateway provides Third Party Content to you or an agent, including a third party service provider you have designated for receipt of such Third Party Content, your receipt and use and that of your agent is subject to certain restrictions and terms and conditions pursuant to these Terms and as required by the Third Party Content Providers. Pursuant to these Terms, and as required by the Third Party Content Providers, you understand and acknowledge that you and your agents, inclusive of any third party service providers, are prohibited from distributing, redistributing, exporting to, downloading, providing access to, directly or indirectly, or otherwise transferring Third Party Content received from ClearingGateway to any party, including but not limited to, any other service provider or vendor. You shall be liable and responsible to ClearingGateway for any actions or omissions, including any unauthorized or inadvertent receipt, use or misuse of Third Party Content by you or your agent in violation of these Terms, or any other obligations that are made to ClearingGateway by you.

- ClearingGateway, in its sole discretion, reserves the right to immediately, without notice, suspend or terminate your or your agents', including your third party service providers', access to, or your or your agents' right to use, the Third Party Content and that upon termination or suspension of such access or use or upon the termination of your relationship, you shall cease and shall cause all of your agents to cease all use of and delete or purge any and all of the Third Party Content. ClearingGateway will not be liable to you for any modification or discontinuance of such access to the Third Party Content whether as a result of ClearingGateway's suspension or termination of the Third Party Content, your relationship with ClearingGateway or for any other reason.
 - You agree that the foregoing terms and conditions shall survive any termination of your or your agents' or third party service providers' right of access to the Third Party Content.
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8. Timeliness of Content
- All content on this website is presented only as of the date and time published or indicated and may be superseded by subsequent market events or for other reasons. Users are cautioned not to place undue reliance on any forward-looking statements (indicated by language such as "believe", "anticipate", "expect" or similar words) which were based on information available at the time they were made. ClearingGateway undertakes no obligation to update publicly or revise any dated, forward-looking, or other statements.
9. Accuracy of Content
- ALTHOUGH CLEARINGGATEWAY TRIES TO INCLUDE ACCURATE AND TIMELY INFORMATION ON THIS WEBSITE, THERE MAY BE INADVERTENT INACCURACIES AND ERRORS, AND NEITHER CLEARINGGATEWAY NOR ITS THIRD PARTY CONTENT PROVIDERS WARRANT THE ACCURACY, COMPLETENESS, AVAILABILITY OR TIMELINESS OF THIS WEBSITE OR ANY INFORMATION, TEXT, GRAPHICS, LINKS, OR OTHER CLEARINGGATEWAY OR THIRD PARTY CONTENT ON THIS WEBSITE.
 - CLEARINGGATEWAY MAY CHANGE THIS WEBSITE AND ANY CONTENT THEREON AT ANY TIME WITHOUT NOTICE, BUT CLEARINGGATEWAY DOES NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED OR THAT THEY WILL BE CORRECTED IN A TIMELY MANNER.
10. Prohibited Uses and Termination of Access
- You may use this website only as permitted by law.
 - You may use this website only for personal, non-commercial purposes.
 - You may not do any of the following: (a) use this website in any manner that could damage or overburden any ClearingGateway server, or any network connected to any ClearingGateway server; (b) use this website in any manner that would interfere with any other party's use of this website; or (c) introduce or permit any person to introduce into

this website any code or malicious or hidden mechanisms that would impair the operation of this website, or of ClearingGateway's computers, networks, or other devices or software.

- You may not access this website through devices or services that are designed to provide high-speed, automated, repeated access, unless such devices are approved or made available by ClearingGateway.
- You may not use any feature or services made available by this website to interact with any ClearingGateway computer, network or service other than for the purposes and in the manner for which the feature or service is made available to, and is intended to be used by, users of this website.
- Certain parts of this website are protected by passwords or require a login. You may not obtain or attempt to obtain unauthorized access to such parts of this website, or to any other protected materials or information, through any means not intentionally made available by ClearingGateway for your specific use.
- No content made available on this website may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without express written consent of ClearingGateway.
- Use or disclosure of any content or materials from this website, including Third Party Content, in any manner inconsistent with these Terms or any other obligations that are made to ClearingGateway by you, may result in immediate and irreparable harm to ClearingGateway and/or the Third Party Content Providers, and any remedies at law in such event may not be adequate. Accordingly, in addition to all other remedies available at law or in equity, ClearingGateway and its Third Party Content Providers shall have the right to seek equitable and injunctive relief, without the necessity of proving actual damages and without posting a bond, to prevent such unauthorized, negligent, or inadvertent use or disclosure, and to recover the amount of all such damages (including attorneys' fees and expenses) incurred in connection with such use or disclosure. Additionally, ClearingGateway is not waiving or purporting to waive any rights that the Third Party Content Providers may have to pursue any and all claims against you or your agents in connection with the unauthorized use or disclosure of Third Party Content.
- ClearingGateway may terminate or suspend your access to this website for any violation of the provisions of these Terms or for any reason whatsoever at its sole discretion and without prior notice.

11. Password Security and Notification

- If you have a password for access to non-public areas of this website, you are solely responsible for maintaining the confidentiality of any username, password, and other security data, methods, and devices. Further, you are responsible for all activities that occur in connection with your access credentials or password, including all instructions electronically transmitted to ClearingGateway via this website and all use of any data, information or services obtained using your access credentials or password and other security data. ClearingGateway shall not be under any duty to inquire as to the authority or propriety of any instructions given to ClearingGateway by you or by a person who has logged on using your access credentials or password, shall be entitled to act upon any such instructions, and will not be liable for any loss, cost, expense, or other liability arising out of any such instructions. Accordingly, you should take steps to protect the confidentiality of your access credentials or password.
- As an authorized user of non-public areas of this website, you accept full responsibility for the monitoring of your account including frequently checking your account information, reviewing your transaction history online and promptly reviewing any correspondence, account statements and confirmations received from ClearingGateway. Notify ClearingGateway immediately if you become aware of any unauthorized activity, disclosure, loss, theft, or unauthorized use of your password. You agree to cooperate with

ClearingGateway in any investigation and agree to take corrective measures to protect your account from further fraudulent activity.

12. Security of Electronic Communications

- o Electronic (including wired and wireless) communications to or from ClearingGateway may not be encrypted. You acknowledge that there is no guarantee that data, including e-mail, electronic and wireless communications, and personal data, will not be accessed by unauthorized third parties when communicated between you and ClearingGateway or between you and other parties.

13. DISCLAIMER OF WARRANTIES

- o NEITHER CLEARINGGATEWAY NOR ITS THIRD PARTY CONTENT PROVIDERS MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT THIS WEBSITE OR THE CONTENT PRESENTED ON THIS WEBSITE, INCLUSIVE OF ANY THIRD PARTY CONTENT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THIS WEBSITE AND ALL CONTENT IS MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE".
- o CLEARINGGATEWAY DOES NOT WARRANT THAT THIS WEBSITE WILL BE UNINTERRUPTED, OR SECURE. IF YOU DOWNLOAD ANY MATERIALS FROM THIS WEBSITE, YOU DO SO AT YOUR RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS.
- o NEITHER CLEARINGGATEWAY NOR ITS THIRD PARTY CONTENT PROVIDERS WARRANT THAT THE RESULTS OBTAINED FROM THE USE OF THIS WEBSITE OR THE CONTENT PRESENTED ON THIS WEBSITE, INCLUDING THIRD PARTY CONTENT, WILL BE ACCURATE OR RELIABLE, OR THAT THIS WEBSITE OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THIS WEBSITE WILL MEET YOUR NEEDS OR EXPECTATIONS.
- o IF YOU LIVE IN A STATE THAT DOES NOT ALLOW WARRANTIES TO BE LIMITED OR DISCLAIMED, SOME OR ALL OF THESE PROVISIONS MAY NOT APPLY TO YOU.

14. LIMITATION OF LIABILITY

- o NEITHER CLEARINGGATEWAY NOR ANY THIRD PARTY CONTENT PROVIDER WILL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES OF ANY KIND, WHETHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, INDIRECT OR OTHERWISE. CLEARINGGATEWAY AND ITS THRD PARTY CONTENT PROVIDERS EXPRESSLY DISCLAIM LIABILITY FOR LOST PROFITS, TRADING LOSSES, AND/OR ANY DAMAGES THAT RESULT FROM USE OF OR LOSS OF USE OF THIS WEBSITE AND MATERIALS ON THIS WEBSITE (WHETHER PROVIDED BY CLEARINGGATEWAY OR THIRD PARTIES). THIS DISCLAIMER OF LIABILITY APPLIES EVEN IF CLEARINGGATEWAY AND/OR ITS THIRD PARTY CONTENT PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- o CLEARINGGATEWAY WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH CLEARINGGATEWAY DOES NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE, AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR

DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.

- IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IF THE LIMITATIONS OF LIABILITIES OR REMEDIES IN THESE TERMS ARE DETERMINED BY A COURT OR ARBITRATION PANEL TO NOT APPLY TO YOU OR TO BE UNENFORCEABLE FOR ANY REASON, THEN YOU EXPRESSLY AGREE THAT THESE PROVISIONS WILL BE CONSTRUED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND THAT UNDER NO CIRCUMSTANCES WILL THE TOTAL, AGGREGATE LIABILITY OF CLEARINGGATEWAY AND ALL THIRD PARTY CONTENT PROVIDERS FOR ANY CAUSE WHATSOEVER RELATING TO THIS AGREEMENT, THIS WEBSITE, OR ANY CLEARINGGATEWAY OR THIRD PARTY CONTENT ON THIS WEBSITE, EXCEED \$100.

15. Indemnification

- As a condition of your use of this website, you agree to indemnify and hold ClearingGateway and its Third Party Content Providers harmless from and against any and all claims, losses, liability, costs, and expenses (including but not limited to attorneys' fees) arising from your misuse of this website or any ClearingGateway or Third Party Content on this website, or from your violation of these Terms.

16. Pre-dispute Arbitration Clause

- **These Terms are subject to a pre-dispute arbitration clause. Under this clause, you and ClearingGateway agree as follows:**
 - **All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
 - **Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
 - **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
 - **The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**
 - **The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.**
 - **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
 - **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.**
- All controversies that may arise between you and ClearingGateway concerning any subject matter, issue or circumstance whatsoever (including, but not limited to controversies concerning any account, order distribution, rollover, advice interaction, or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between you and ClearingGateway, whether entered into or arising before, on or after the date of these Terms) shall be determined by arbitration through the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity, or entities against whom the claim is made is a member, as you may designate.

- If you commence arbitration through a United States self-regulatory organization or United States securities exchange and the rules of that organization or exchange fail to be applied for any reason, then you shall commence arbitration with any other United States securities self-regulatory organization or United States securities exchange of which the person, entity, or entities against whom the claim is made is a member. If you do not notify ClearingGateway in writing of your designation within five (5) days after such failure or after you receive from ClearingGateway a written demand for arbitration, then you authorize ClearingGateway to make such designation on your behalf. The commencement of arbitration through a particular self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.
- No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.
- This predispute arbitration agreement survives the termination of the relationship between you and ClearingGateway, cancellation or end of any particular account or program, and any opt-out by you with respect to ClearingGateway communications, products, or services.

17. Modification of These Terms

- ClearingGateway may modify these Terms at any time without notice to you, except where required by law. When we make changes to these Terms, we will change the “Last Updated” date specified at the beginning of these Terms. The most current version of these Terms can be reviewed by clicking on the “Terms of Use” link located at the bottom of this website. Use of the website shall constitute acceptance by you of the Terms in effect as of such time.

18. Governing law

- These Terms and their enforcement are governed by the laws of the State of California, without regard to conflicts of law, and shall inure to the benefit of ClearingGateway’s successors and assigns, whether by merger, consolidation, or otherwise.

19. Severability

- If a court of competent jurisdiction deems any provision of these Terms to be unenforceable or in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

20. Contact Us

- For questions about these Terms, your account, or other concerns or inquiries, please contact us. Contact information is available at www.ClearingGateway.com/customer-service/contact-us