

UPRISE

TERMS OF SERVICE

Last Modified: 5/20/2025

Welcome to Uprise! The following explains the terms by which you may access and use our online services, website, software, and documentation provided on or in connection with the service (collectively, the “**Service**”). The Service is made available to you by Ontrail, Inc. dba Uprise (“Company,” “**we**,” or “**us**”). These Terms of Service (these “**Terms**”) are an agreement that describes your Service, rights, and responsibilities as a user. By accessing or using the Service, or by clicking a button or checking a box marked “I Agree” (or something similar), you signify that you have read, understood, and agree to be bound by these Terms and to the collection and use of your information as set forth in our [Privacy Policy](#), whether or not you are a registered user of our Service. Ontrail, Inc. reserves the right to modify these terms and will provide notice of these changes as described below. These Terms apply to all visitors, users, and others who access the Service (“**Users**”).

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION 11.2 (THE “**ARBITRATION AGREEMENT**”) AND CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 11.3 (THE “**CLASS ACTION/JURY TRIAL WAIVER**”) THAT REQUIRE, UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN SECTION 11.2, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION OR PROCEEDING.

1. Our Service

1.1 Eligibility

This is a contract between you and Ontrail, Inc. You must read and agree to these Terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with Ontrail, Inc., and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 18 is strictly prohibited and in violation of these Terms. The Service is not available to any Users previously removed from the Service by the Company.

1.2 Services

As part of the Service, Ontrail, Inc. provides financial planning, including creating and delivering financial plans and recommendations, responding to your questions about your finances, recommending best courses of action, and sending you notifications with updates and required actions.

Financial plans and financial planning provided by us may include, but are not limited to: tax concerns; retirement planning; college planning; life insurance; and debt/credit planning. Please note that Ontrail, Inc. is not a registered adviser, and as such, the Services will not involve discussions concerning securities allocation strategies, or any other customized advice pertaining to securities. Should you wish to receive planning advice as to securities, you will be required to separately engage Uprise Advisers LLC - a registered investment advisory firm and affiliate of Ontrail, Inc., or another advisory firm of your choosing. User should realize that any recommendations we make to engage Uprise Advisers LLC represents a conflict of interest since we will receive additional fees for the provision of affiliated services.

Ontrail, Inc. is not a provider of accountancy or tax services. Customer will be matched with a qualified regulated accountant ("Accountant") who will provide accountancy and/or tax services to you. User will sign an engagement agreement with Accountant that will regulate provision of these services by Accountant. Ontrail, Inc. is not liable for any defect in provision of accountancy or tax services to Customer by Accountant.

If access to our Service is provided to you by a third party, Ontrail, Inc. is not affiliated with that third party. That third party does not purport to provide any financial advice or financial planning in connection with offering the Service to its customers. All guidance provided by the Service is exclusively provided by Ontrail, Inc. and/or its affiliates. User should realize that if access to our Service is provided to you by a third party, a conflict of interest exists as Ontrail, Inc. may receive fees, compensation, or other benefits for the Services.

In some instances, we may partner with third parties to provide you enhanced services. To provide you access to our Service or a third party's service, we permit necessary third parties to access our Service, in conjunction with your personal information, to provide you with tailored financial recommendations or other suggested information that is integrated across multiple platforms. The sharing of your personal information to third parties is described in our [Privacy Policy](#) and in Section 2, below.

1.3 Limitations on Service

The Service is not intended to provide legal, business, tax, accounting, investment, or other advice. You agree not to construe any materials provided in connection with the Service as legal, business, tax, accounting, investment, or other advice. You further agree that any materials provided in connection with the Service do not, and shall not be deemed to, constitute an offer to sell, or a solicitation to any person to buy, any security or similar investment.

User always has the right to decide whether to act upon any recommendations and may follow or disregard, wholly or in part, any information, recommendation, or advice provided by the Company. User shall make and be fully responsible for all decisions relating to the implementation of the advice given. User always has the right to select any advisory firm, brokerage firm, or insurance agency or similar sales agency or representative to implement the advice and recommendations provided by us.

It is understood and agreed that Ontrail, Inc., in the maintenance of records for its own purposes, or in making such records or the information contained therein available to you or any other person at your direction, does not assume responsibility for the accuracy of information furnished by you or any other person, firm or corporation.

1.4 Limited License

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by the features of the Service. Ontrail, Inc. reserves all rights not expressly granted herein in the Service and the Company Content (as defined below). We may terminate this license at any time for any reason or no reason.

1.5 User Accounts

Your account on the Service (your “**User Account**”) gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another User’s User Account. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You alone are responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your User Account. You must notify us immediately of any breach of security or unauthorized use of your User Account. Ontrail, Inc. will not be liable for any losses caused by any unauthorized use of your User Account.

You may control your User profile and how you interact with the Service by changing the settings in your settings page. By providing us your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out by clicking the ‘Unsubscribe’ link located at the bottom of such emails. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

1.6 Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”, except as explicitly allowed by us or provided as part of the Service; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to our servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Ontrail, Inc. grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Service for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or

restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

1.7 Changes to the Service

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

1.8 Disputes with Other Users

You alone are responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Ontrail, Inc. shall have no liability for your interactions with other Users, or for any User's action or inaction.

1.9 Service Location

The Service is controlled and operated from facilities in the United States. Ontrail, Inc. makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

2. Third-Party Platforms

The Service may be integrated with other third-party services and platforms (collectively, "Third-Party Platforms") that may make their content, products, and/or services available to you. These Third-Party Platforms may have their own terms and policies, and your use of them will be governed by those terms and policies. The Third-Party Platforms may also integrate our Service and provide you with finance-related recommendations. Any information that a Third-Party Platform collects, stores, and processes from you will be subject to such Third-Party Platform's terms of service, privacy notice, and/or similar terms, and will not be subject to our Privacy Policy. Therefore, please evaluate and ensure you trust each Third-Party Platform prior to connecting your content, and agreeing to provide your personal information, to its services.

Each Third-Party Platform is solely responsible for providing all support, maintenance, and technical assistance to you with respect to their services (including their integration of our Service). When using Third-Party Platforms, your security is your responsibility. **We do not control Third-Party Platforms, and we are not liable for Third-Party Platforms or for any transaction you may enter into with them, or for what they do.** We are only responsible for providing data – including your personal information – and technical assistance to help integrate our Service on Third-Party Platforms. You agree that we may, at any time and in our sole discretion, and without any notice to you, suspend, disable access to, or remove any Third-Party Platform from our Service and refrain from any further sharing of information with any Third-Party Platform. We are not liable for any such suspension, disabling or removal, including

without limitation for any loss of profits, revenue, data, goodwill or other intangible losses, or business disruption, costs, or expenses you may incur or otherwise experience as a result (except where prohibited by applicable law).

3. User Content

Some areas of the Service allow Users to submit, post, display, provide, or otherwise make available content such as profile information, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as “**User Content**”).

WE CLAIM NO OWNERSHIP RIGHTS OVER USER CONTENT CREATED BY YOU. THE USER CONTENT YOU CREATE REMAINS YOURS.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Ontrail, Inc. a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and the Company’s (and its successors’ and affiliates’) business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels.

For the purposes of these Terms, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person’s name or likeness in the manner contemplated by the Service and these Terms, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and you alone are responsible for obtaining all consents as may be required by law to post any User Content relating to third parties.
- Your User Content and the Company’s use thereof as contemplated by these Terms and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights or privacy rights.
- Ontrail, Inc. may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- To the best of your knowledge, all your User Content and other information that you

provide to us is complete, truthful and accurate.

Ontrail, Inc. takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available over the Service. You alone shall be responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that we shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

4. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the “Company **Content**”), and all Intellectual Property Rights related thereto, are the exclusive property of Ontrail, Inc. and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by these Terms is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Ontrail, Inc. under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Ontrail, Inc. does not waive any rights to use similar or related ideas previously known to us, or developed by its employees, or obtained from sources other than you.

5. Text Messaging

You expressly consent and agree that we can contact you using written, electronic, or verbal means, including by manual dialing, emails, leaving prerecorded/artificial voice messages or using an automatic telephone dialing system to call or text your mobile/cellular telephone number, as necessary to complete transactions requested by you and to service your account and as the law allows, even if those phone numbers are registered by you on any federal or state Do-Not-Call/Do-Not-email registry.

We offer you the chance to enroll to receive recurring SMS/text messages from us. You may enroll to receive text messages about account-related news and alerts and/or marketing and promotional offers for Company products and services. By enrolling in our SMS/text messaging service, you agree to receive text messages from us to your mobile phone number provided, and you certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such texts. You acknowledge and agree that the texts may be sent using an automatic telephone dialing system and that standard message and data rates apply. Consent is not required as a condition of purchase. Ontrail, Inc.

is not responsible for any delays upon sending or receiving text messages.

To unsubscribe from text messages at any time, reply STOP, QUIT, END, CANCEL, or UNSUBSCRIBE to any text message you receive from us. You consent that following such a request to unsubscribe, you may receive one final text message from us confirming your request. For help, contact us at hello@uprise.us.

6. Security

Ontrail, Inc. cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

7. Third-Party Links and Information

The Service contains links to third-party materials that are not owned or controlled by Ontrail, Inc. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and our Privacy Policy do not apply to your use of such sites. You expressly relieve Ontrail, Inc. from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Ontrail, Inc. shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

8. Indemnity

You agree to defend, indemnify and hold harmless Ontrail, Inc. and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your User Account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

9. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN,

OBTAINED BY YOU FROM ONTRAIL, INC. OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN (OR IN AN AGREEMENT BETWEEN YOU AND UPRISE ADVISERS LLC, IF APPLICABLE). WITHOUT LIMITING THE FOREGOING, ONTRAIL, INC., ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

FURTHER, ONTRAIL, INC. DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ONTRAIL, INC., ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE. UNDER NO CIRCUMSTANCES WILL ONTRAIL, INC. BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONTRAIL, INC. ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR

ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL ONTRAIL, INC., ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO US HEREUNDER OR \$500.00, WHICHEVER IS LOWER (PROVIDED THAT IF YOU HAVE ONLY ACCESSED FREE SERVICES FROM US, OUR LIABILITY SHALL BE LIMITED TO \$10.00).

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

11.1 Governing Law. Unless you have entered into a binding agreement with Uprise Advisers LLC (in which case the governing law provisions of that agreement will apply to the extent set forth in that agreement):

(a) You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California.

(b) These Terms shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce.

(c) Notwithstanding the preceding sentences with respect to the substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("**FAA**") governs the interpretation and enforcement of the Arbitration Agreement in Section 11.2 and preempts all state laws to the fullest extent permitted by law. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue shall be resolved under and governed by the law of your state of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

(d) You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm.

(e) You agree that California is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

11.2 Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM ONTRAIL, INC. Unless

you have entered into a binding agreement with Uprise Advisers LLC which includes an arbitration provision, in which case the arbitration provisions of that agreement will apply to the extent set forth in that agreement, this Section 11.2 (the “**Arbitration Agreement**”) applies to and governs any dispute, controversy, or claim between you and the Company that arises out of or relates to, directly or indirectly: (i) these Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (ii) access to or use of the Service, including receipt of any advertising or marketing communications; (iii) any transactions through, by, or using the Service; or (iv) any other aspect of your relationship or transactions with the Company, directly or indirectly, as a consumer (“**Claim**” or collectively, “**Claims**”). The Arbitration Agreement shall apply, without limitation, to all Claims that arose or were asserted before or after your agreement to these Terms.

If you are a new user and you have not entered into a binding agreement with Uprise Advisers LLC which includes a dispute resolution provision (including an “arbitration” provision, in which case such dispute resolution provision would apply to the extent provided in that agreement), you can reject and opt-out of this Arbitration Agreement within 30 days of accepting these Terms by emailing us at hello@uprise.us with your first and last name and stating your intent to opt-out of the Arbitration Agreement. Note that opting out of this Arbitration Agreement does not affect any other part of these Terms, including the provisions regarding controlling law or in which courts any disputes must be brought.

For any Claim, you agree to first contact us at hello@uprise.us and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a Claim after sixty (60) days, unless you have entered into a binding agreement with Uprise Advisers LLC which includes dispute resolution provision, in which case the dispute resolution provisions of that agreement will apply to the extent set forth in that agreement:

(a) We each agree to resolve any Claim exclusively through binding arbitration by AAA before a single arbitrator (the “**Arbitrator**”), under the Expedited Procedures then in effect for AAA (the “**Rules**”), except as provided herein.

(b) In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall control. AAA may be contacted at www.adr.org, where the Rules are also available.

(c) The arbitration will be conducted in the U.S. county where you live or Santa Clara County, California, unless you and Ontrail, Inc. agree otherwise.

(d) If you are using the Service for commercial purposes, each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) AAA may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from AAA; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process.

(e) Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(f) You and Ontrail, Inc. agree that the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable.

(g) The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms, any provision of these Terms, is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel.

Nothing in this Section shall be deemed as: preventing the Company from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights; or preventing you from asserting claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances on only an individual (non-class, non-representative) basis.

If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, shall be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, shall have no impact on the remaining provisions of the Arbitration Agreement, which shall remain in force, or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement shall be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief shall be stayed pending the outcome of any individual claims in arbitration.

11.3 Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AND ONTRAIL, INC. AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER ONTRAIL, INC. USERS. YOU AND ONTRAIL, INC. FURTHER AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ONTRAIL, INC. ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

12. Cancellation, Refund, and Fulfillment Policies

12.1 Subscription Cancellation. You may cancel your subscription at any time through your account settings or by contacting us at hello@uprise.us. Upon cancellation, you will retain access to the Service until the end of your current billing period, unless otherwise specified. No prorated refunds are offered for partial months unless otherwise outlined in Section 12.2.

12.2 Refund Policy. We offer a 30-day, 100% money-back guarantee for new subscriptions. If you are a new customer and cancel your subscription within thirty (30) days of your initial purchase, you are eligible to receive a full refund. To request a refund, please contact us at hello@uprise.us. Refunds will be returned to your original payment method within approximately 5–10 business days.

12.3 Scope of Fulfillment Policy. This Fulfillment Policy applies solely to services provided by Ontrail, Inc.. If you have entered into a binding agreement with Uprise Advisers LLC, the provisions of that agreement will apply to the extent set forth in that agreement.

13. General

13.1 Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Ontrail, Inc. without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

13.2 Notification Procedures and Changes to these Terms. Ontrail, Inc. may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by the Company in our sole discretion. We reserve the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms. Ontrail, Inc. is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We may, in our sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to these Terms. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.

13.3 Entire Agreement/Severability. These Terms, together with any amendments and any additional agreements you may enter into with Ontrail, Inc. in connection with the Service, shall constitute the entire agreement between you and Ontrail, Inc. concerning the Service. Except as otherwise stated in Section 11.2, if any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

13.4 No Waiver. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

13.5 Third-Party Beneficiaries. If you access the Service through a relationship facilitated by a third-party partner or platform, such third party shall be deemed a third-party beneficiary of these Terms and shall have the right to enforce any limitations of liability, disclaimers, or confidentiality and data protection provisions in these Terms as they apply to your use of the Service. These provisions are included solely to protect such third-party partners and do not create any service obligations by them to you.

13.6 Contact. Please contact us at hello@uprise.us with any questions regarding these Terms.