

TERMS OF SERVICE

Levo Treasury

Last updated 03/20/2023

AGREEMENT TO TERMS

These Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Levo Financial, Inc., doing business as Levo Treasury (“**Company**”, “**Levo**”, “**we**”, “**us**”, or “**our**”), concerning your access to and use of the Levo Financial, Inc. website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Platform”). You agree that by accessing the Platform, you have read, understood, and agree to be bound by all of these Terms of Service. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF SERVICE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE PLATFORM AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Platform from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Service, and you waive any right to receive specific notice of each such change. In the event that a change to our Terms of Service will result in an increase of fees to our users, an increase of liability to our users, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers, you will be notified 21 days before the effective date. This notification will come by way of delivery of the updated Terms of Service to your email address attached to your Levo account. It is your responsibility to periodically review these Terms of Service to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Platform after the date such revised Terms of Service are posted.

The information provided on the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Platform is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Platform (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Platform “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the Platform and no Content or Marks may be copied, reproduced, aggregated, republished, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Platform, you are granted a limited license to access and use the Platform and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Platform, the Content and the Marks.

USER REPRESENTATIONS

By using the Platform, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Service; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Platform through automated or non-human means, whether through a bot, script or otherwise; (4) you will not use the Platform for any illegal or unauthorized purpose; and (5) your use of the Platform will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Platform (or any portion thereof).

ELECTRONIC W-9 CERTIFICATIONS

I certify, under penalty of perjury that:

1. The Taxpayer Identification Number or Social Security Number I provided is correct;
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

FEES AND PAYMENT

You are required to pay an advisory fee to access our services. Individual consumer accounts will follow the Individual Advisory Fee Schedule and any corporation, organization or other entity will follow the Entity Advisory Fee Schedule. This advisory fee is charged monthly and is tiered as follows:

1. Individual Advisory Fee Schedule:

Monthly Tier (Average daily account balance at month-end)	Monthly Fee (1/12th of Annualized Fee)	Annualized Fee (You only pay monthly fee)
Greater than \$500,000	0.0375%	0.45%
\$50,000 to \$500,000	0.05%	0.60%
Less than \$50,000	0.0625%	0.75%

2. Entity Advisory Fee Schedule:

Monthly Tier (Average daily account balance at month-end)	Monthly Fee (1/12th of Annualized Fee)	Annualized Fee (You only pay monthly fee)
Less than \$5,000,000	0.033%	0.40%
Greater than \$5,000,000	0.025%	0.30%

Tiers are applied based on the average daily account balance over the month that the fee is charged. Monthly advisory fees are charged as 1/12th of the applicable annual advisory fee and may adjust from month to month depending on account balance fluctuations. You agree to promptly update account information so that we can provide you with accurate and any amended records, disclosures, and statements. We will charge our fee to your Levo account on a monthly basis and release monthly statements reviewing fees, transactions, and investment gains/losses.

We reserve the right to correct any errors or mistakes in charging our fee, even if we have already received payment. We also reserve the right to refuse any user attempting to use our Platform not in accordance with our Terms of Service or other agreements.

LOGIN

Your login credentials are your email and password. If you have forgotten or lost access to your email, please contact us at support@levo.financial and we will verify your identity before

changing your contact email to an accessible email address. If you forget or lose your password, you may request a temporary code which will be sent to your email. Please input this code on the password recovery screen within the App, which will allow you to reset your password.

CANCELLATION

You can cancel your account at any time by contacting support@levo.financial. Your cancellation and withdrawal of assets will take effect within 14 calendar days.

If you are unsatisfied with our services, please email us at support@levo.financial.

PROHIBITED ACTIVITIES

You may not access or use the Platform for any purpose other than that for which we make the Platform available. The Platform may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

USER GENERATED CONTRIBUTIONS

The Platform does not offer users to submit or post content unless by way of a specific content request via email to you from the Company. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Platform, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Platform and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Platform Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Platform, and other users of the Platform to use your Contributions in any manner contemplated by the Platform and these Terms of Service.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of

your Contributions in any manner contemplated by the Side and these Terms of Service.

4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or public rights of any third party.
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Service, or any applicable law or regulation.

Any use of the Platform in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Platform.

CONTRIBUTION LICENSE

You and the Platform agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy.

By submitting suggestions or other feedback regarding the Platform, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Platform. You are solely responsible for your Contributions to the Platform and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Platform (“Submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

PLATFORM MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Platform for violations of these Terms of Service; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform.

REGULATION E DISCLOSURE

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your rights and our rights and responsibilities concerning the electronic funds transfers.

Internet Banking

At the present time you may use the online mobile system to conduct the transactions listed below. Levo reserves the right to cancel or suspend transactions due to fraud or compliance related concerns.

Wire Transfers

Wire transfers are electronic transfers, considered remittance transfers under US law, between two financial institutions. The following disclosures outline the risks, limitations, and security procedures surrounding the use of wire transfers within your Levo account.

Time Restrictions. The cutoff time for Domestic Wire transactions is 12:00 PM Pacific Time. International Wire transactions have a cutoff time at 9:00 AM Pacific Time. Any wire transfer instructions received after these times will be processed the following business day.

Security Procedures. All users are required to use a Two-Factor Authentication control, in addition to their login, to authorize a wire transfer. Additionally, users must agree that this control is an appropriate security procedure, designed to verify the authenticity of the order, and not to detect errors in transmission.

No Cancellation. All wires are final and are not subject to recall orders or stop payments.

Payment Order. Users may only initiate a wire transaction via the Platform's mobile application. The user is solely responsible for the accuracy of the information contained in the payment order. The wire transaction will be completed relying exclusively on the information provided by the user.

Business Days. For the purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

Documentation.

Periodic Statements. You will receive a monthly bank statement and monthly investment statement. Your bank statement will review all transactions within the account from the previous month. Your investment statement will review your investment gains/losses for the prior month. You will also receive a year-end 1099 tax statement.

Agreements. Any signed agreements will be emailed to you upon the creation of your account. These agreements will be held as PDFs and are viewable within the mobile application.

Disclosures and Updates. Any changes to our disclosures will be reflected in the "Disclosures" page of the app and will show the most recent date of any changes. You are responsible for periodically reviewing the account disclosures for any applicable changes to your account.

Our Liability for Failure to Make Transfers. Levo Financial, Inc. reserves the right to cancel or suspend transactions due to fraud or compliance related concerns. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer
- If the money in your account is subject to legal process or other claim restricting such transfer

- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken
- There may be other exceptions stated in our agreement with you

In Case of Errors or Questions About Your Electronic Transfers. Call us at (801) 441-7772, or write us at Levo Financial, Inc., 2223 S Highland Dr Ste E6 #176, Salt Lake City, UT 84106 as soon as possible, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the First statement on which the problem or error appeared.

- Tell us your name and account number (if any)
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party; or
- To comply with government agency or court orders; or
- If you give us your written permission.

Preauthorized Electronic Fund Transfers. Scheduling payments may be available for your account within the mobile application. If you have set up scheduled payments within the mobile application, you may elect to receive an email notification once any scheduled payments have been completed.

Stop Payment Rights. If you have told us in advance to make regular electronic fund transfers out of your account, you can stop any of these payments. Here's how: Email us at support@levo.financial or by calling or mailing written instructions to us at the telephone number and address listed above. Please notify us in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. We will not charge you for any stop payment order you give and we will notify you via email when we have completed the change to your scheduled transfers.

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

TERM AND TERMINATION

These Terms of Service shall remain in full force and effect while you use the Platform. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE PLATFORM (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF SERVICE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE PLATFORM OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Platform. We also reserve the right to modify or discontinue all or part of the Platform without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Platform.

We cannot guarantee the Platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform. Nothing in these Terms of Service will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms shall be governed by and defined following the laws of the State of Utah, U.S.A. Levo Financial, Inc. and yourself irrevocably consent that the courts of Salt Lake City, Utah shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Service (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms of Service, or any provisions hereof, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The parties agree to arbitrate all disputes and claims in regard to these Terms of Service or any controversy arising out of Levo Financial’s business with respect to your Levo Account. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms of Service.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion

of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

CORRECTIONS

There may be information on this Platform that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Platform at any time, without prior notice.

DISCLAIMER

THE PLATFORM IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE PLATFORM AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PLATFORM AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PLATFORM'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE PLATFORM AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYERS, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Platform; (2) breach of these Terms of Service; (3) any breach of your representations and warranties set forth in these Terms of Service; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Platform with whom you connected via the Platform. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Platform for the purpose of managing the performance of the Platform, as well as data relating to your use of the Platform. Any session recordings will aggregate anonymous user data to help us identify bugs and further enhance the user experience. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Platform. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

SMS COMMUNICATION

By agreeing to these terms, you acknowledge and consent to receiving SMS messages from us for transactional and informational purposes related to our services. You understand that message and data rates may apply, and that you are responsible for any such charges. You further acknowledge and agree that we are not responsible for any delays or failures in the delivery of SMS messages, or for any loss, damage, or liability resulting from such delays or failures. You agree to keep your mobile phone number and other contact information up to date with us, and to notify us promptly if you change your phone number or other contact information.

ELECTRONIC COMMUNICATION, TRANSACTIONS, AND SIGNATURES

Visiting the Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETE BY US OR VIA THE PLATFORM. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

MISCELLANEOUS

These Terms of Service and any policies or operating rules posted by us on the Platform or in respect to the Platform constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of the Terms of Service shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provision. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Service or use of the Platform. You agree that these Terms of Service will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

CONTACT US

Levo Treasury

In order to resolve a complaint regarding the Platform or to receive further information regarding use of the Platform, please contact us at:

support@levo.financial

Zach McCormick: (801) 441-7772