

# SI Securities, LLC: New Account Customer Agreement

*This Customer Agreement (“Agreement”), and the Exhibits attached to it describe how we will service your account. It is a legal document that outlines our obligations to you and your obligations to us. It covers how we agree to address the most important issues that may arise between you and us.*

PLEASE BE SURE to read this Agreement and the other documents with it and posted on our Website carefully and completely.

By selecting I Agree to this Agreement during the account opening process, you agree to this Agreement and attached documents, as amended by us from time to time. By using our website, you also agree to any other online agreements of ours that we post on our website, including any changes we make to any of our agreements including this agreement (individually an “Agreement”, and collectively “Agreements”). You agree that these Agreements are binding on you, form contracts between us and are the legal equivalent of signed, written contracts, and equally binding.

## Definitions

“You” and “Your” as used in this Agreement refers to the brokerage customer, which includes individuals, corporations, partnerships, investment clubs, and other entities.

“We” or “Us” refers to SI Securities, LLC (CRD no. 170937) an SEC and FINRA registered introducing broker-dealer.

“Authorized person” refers to another person, if any, who you authorize to take action on your account with us, including to establish an account for you and to sign and deliver all required documents to us on your behalf, including any “advisor” that you may have, including, but not limited to your designated custodian.

“Advisor” means a financial advisor or registered representative, if any, with whom you have a separate agreement to manage and control your financial assets.

“Signing” or “Typing” Throughout this Agreement, any and all references to “signing” or “typing” your name to this or any other Agreement includes selecting or checking “I Agree” or signing your name in electronic form or by an online device.

## Important Information about Procedures for Opening Your Account

To help the federal government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Accordingly, when you open an account with us we will ask for your name, address, date of birth, taxpayer identification number, and other information that will allow us to identify you. We may also ask for a copy of your driver’s license or other identifying documents to verify your identity. This is part of the requirements of federal

anti-money laundering rules.

### Certifications You Make in This Agreement

- You are, and any authorized person is, at least 18 years of age.
- You have read and agree to all terms and conditions in this Agreement and any other agreement presented to you as part of the account opening process or in connection with managing your account.
- You have truthfully and fully completed all the items in opening an account and using our services.
- You are opening an account for investment purposes and not to disable or disrupt our operations or to engage in any abusive, improper, or illegal activity and you agree not to take or engage in any such actions. When you open an account with us, you further agree:
  - To provide truthful and accurate information, and to keep it current;
  - To allow us to get credit reports and verify information you provide in your account application;
  - To settle all transactions in U.S. dollars drawn on a U.S. financial institution; and
  - To pay our fees and to pay any amount owed on your account.
- If we approve your account application, we will open an account for you.
- We reserve the right to modify pricing and services at any time.
- We reserve the right not to open an account, to restrict your account or to terminate your account, in our sole discretion at any time.

### Indemnification

You agree to indemnify us and hold us and our affiliates, directors, officers, employees, and agents harmless under this Agreement from and against all claims, actions, costs and liabilities, including attorneys' fees, arising from or related to:

- Any breach by you of any provision or representation of any of the Agreements;
- Any dispute that does not directly result from our performance of brokerage services as set forth in this or any other Agreement; and
- Any inaccurate information supplied to us by you or your authorized agent.

### We Do Not Provide Investment, Tax, Accounting or Legal Advice

You understand that we will not give you any advice or recommendations about whether a crowdfunded security or other investment is appropriate or suitable for you. Decisions to buy,

sell, or hold any investment rest solely with you, an authorized person, and any Advisor to you, if applicable. We exercise no discretion over your account(s) and make no investment decisions for you.

By making information available to you on our website, we are not recommending or advising that you invest in any particular folio or security, or use any investment strategy. Information on our Website is not personalized to fit your needs, reflect your financial circumstances or investment objectives, (unless we tell you otherwise). The securities or investments discussed on our website might not be suitable for you. You alone determine that.

All investments entail risks, and you are responsible for determining whether you can afford the risks of using our tools or making any investment. Specifically, we do not review your financial situation or tolerance for risk. Although we may provide information that helps you to assess your own tolerance for risk, or otherwise assist you and seek to educate you in various ways, we do not determine if the information or tools we provide to view or select investments or otherwise assist or seek to educate you will result in suitable or profitable investments for you.

We strongly recommend you seek independent financial, tax, accounting and/or legal advice before investing and before each investment, as you deem appropriate. We do not provide you financial, tax, accounting and/or legal advice.

**All Notices and Documents are Delivered Electronically; You Will Be Provided Electronic Notice of These Documents and You Agree to Access Them Electronically.**

Our opening and maintaining your account is conditioned on your agreement to receive all notices, documents, and other information related to your account and investments electronically. This may be done through an online posting on our website, by email or by other electronic media to which you hereby consent. Your consent to electronic delivery extends to all information required to be provided by us, by the issuers of the securities in which you invest, and by other third parties. This means you will receive email or other notices electronically when, for example, your account statements, confirmations, tax documents (which may include Form 1099B— Proceeds from Broker and Barter Exchange, Form 1099DIV— Dividends and Distributions, Form 1099INT—Interest Income, Form 1099OID— Original Issue Discount and Form 1099MISC—Miscellaneous Income), prospectuses, annual reports, proxy statements, proxies, tender offers and mergers, corporate recapitalizations, margin and maintenance calls, our Privacy Policy and any other information we determine to provide you is available for viewing or printing. To view PDF files, you will need to download the Adobe Acrobat Reader, which is made available to you free of charge.

You agree that when we send these email notices to you that they constitute delivery to you of the information or documents referred to in the email or other notice mechanism even if you do not actually access the information or documents on our website. This consent will be effective immediately and will remain in effect unless revoked by us or by you. You may revoke this consent to electronic delivery at any time by providing written notice to us. However, since we have priced our services based on the considerable savings of electronic delivery, we reserve the right to terminate your account or, in certain instances, charge you an extra fee if you ask

for paper documents.

You agree to keep a working email address and other current contact information and will update your account information immediately if your email address or other contact information changes. If you do not maintain an email address that is working and accessible to us, or if for any other reason we believe that providing notice via your email address is not sufficient to provide for delivery of required documents, and we believe we are required to provide your paper notice or documents of particular matters or actions, and we do so, we may charge you an additional fee of not more than \$100 per each such delivery. You acknowledge that you also may be charged other fees associated with providing our online service when additional, different or non-standard efforts are required with respect to your account, such as the generation of notices to you stating that your email address is "bouncing". If your email address or other contact information changes at any time, you must update your account information on our website. If we send you a paper reminder of the need to have an email address that is working and accessible to us, we will charge a reasonable fee for each reminder.

### Joint Accounts

When you open a joint account, it shall be held by you in joint tenancy with rights of survivorship, unless you notify us otherwise and provide the required documentation. For tenants in common, the interest in the tenancy shall be equal, unless we notify you otherwise. If the Account is a joint account, the undersigned persons jointly and severally agree to be fully and completely responsible and liable for the account and to pay on demand any balance due.

Each of you, or any person authorized to act on behalf of the Account under a separate agreement, has full power and authority to make purchases and sales, withdraw funds and securities from, or to do anything else with reference to the Account. You are authorized and directed to act upon instructions received from any one of us. I understand that tax reporting information is processed using the social security number of the person first named in the registration.

We in our sole discretion may at any time suspend all activity in the Account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the Account be in writing, signed by all of you. Each of you agrees to hold harmless us and our employees and agents from and indemnify them against any losses, causes of action, damages and expenses (including attorney's fees) arising from or as the result of us, our employees or agents following the instructions of any of you.

In the event of a dispute between or among you, we reserve the right, but are not obligated, to place restrictions on the Account. We may, at the expense of the account holders, commence or defend any action or proceeding for or in the nature of interpleader to have the dispute resolved judicially. If a suit or proceeding for or in the nature of interpleader is brought by or against us, we may deliver the Account into the registry of the court, at which time we will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Agreement. We may recover from the Account or from any or all of you such costs as we may incur, including reasonable attorney's fees, as the result of any

dispute between or among you relating to or arising from the Account.

### Changes in Ownership: Divorce, Death

Upon any event that causes a change in the ownership of the Account (divorce, death, assignment, etc.), all remaining accountholders or survivors shall immediately notify us in writing. As above, we may take such actions in the Account as we deem advisable to protect against any tax, liability, penalty or loss under any present or future laws or otherwise.

We may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the Account as we may deem advisable to protect us against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of your death or the death of one of the joint account holders, all open orders shall be canceled. We shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, we may in our sole discretion close out any or all of the Accounts without awaiting the appointment of a personal representative for your estate and without demand upon or notice to any such personal representative. The estate of any of the account holders who have died shall be liable and each survivor shall continue to be liable, jointly and severally, for any loss in any way resulting from the completion of transactions initiated prior to the receipt by us of the written notice of the death of the decedent or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties. Such notice shall not affect our rights under this Agreement to take any action that we could have taken if you had not died.

### Effect of Attachment or Sequestration of Accounts

We shall not be liable for refusing to obey any orders given by you with respect to any Account that has or have been subject to a garnishment, attachment or sequestration in any legal proceeding against you. We shall be under no obligation to contest the validity of any such garnishment, attachment or sequestration.

### Fees. Closing and Closed Accounts

Certain fees may be assessed to your account. Please see our website and the Schedule of Fees attached below for more information.

You or we may close your account at any time. This Agreement will remain binding until we acknowledge in writing that it is no longer binding. You will remain responsible for all charges, debts, or other transactions if they arise before or after your account is closed. Any service fee to close an account will be posted under on our website and is subject to change from time to time.

### Auto Invest

If you elect to participate in Auto Invest, you hereby appoint us as your duly appointed attorney-in-fact to act in your name and on your behalf for the limited purpose of executing subscription agreements and taking such other actions as are necessary to effect transactions in your account in accordance with your stated preferences for our automated investing program. You may withdraw this authority at any time by terminating your membership in Auto Invest.

### Account Statements and Confirmations: Report Errors Immediately

You will receive notice by email periodically, but not less than quarterly, that your account statement is accessible and available for viewing and printing from our website. These statements detail all activity recorded in your account. You will receive investment confirmations from our website the business day following the date of activity. You are strongly encouraged to review these documents promptly.

If, for any reason, you do not periodically receive emails from us notifying you of your statement or investment confirmation delivery, you agree to notify us immediately so that we can determine the cause of the notice failure and take appropriate steps to correct it.

The statements and trade confirmations provide means for reporting any errors to us. Any such errors should be reported to us promptly and as soon as possible. If you do not report investment confirmation errors to us before settlement date or within three (3) business days after that date, you will be deemed to have waived your right to lodge a complaint with us later or to pursue any claim based on the error alleged in litigation or arbitration.

### Important Information Specifically Regarding Tax Documents for Your Account

As noted above, by opening and maintaining an account with us, you consent to electronic delivery of all account notices and documents, including tax notices and documents.

Your consent to electronic delivery of all required tax notices and documents will remain valid unless it is withdrawn. If at any time you wish to withdraw your consent to electronic delivery of tax documents, you may do so by providing written notice to us at our current mailing or email address. After we have received written notice of your consent withdrawal, we will email you confirmation that we have received such notice and will provide future tax documents in paper form.

The withdrawal of consent to electronic delivery of tax documents does not apply retroactively to any documents that we had provided electronically prior to our receipt of your withdrawal notice. Should you require paper copies of any tax documents that we provided electronically, please send a written request to our current mailing or email address describing the documents that you need. Please remember, however, that since we have priced our services based on the considerable savings of electronic delivery, we reserve the right to terminate your account if you ask for paper documents (although we will deliver in paper the tax documents that are required to be delivered to you).

In order to ensure that you receive all tax notices and documents either electronically or in

paper form, as applicable, you must provide us with your current email address and other contact information. If your email address or other contact information changes at any time, you need to update your account information on our website.

### Risks of Online Investing

Despite our best efforts, computer glitches, slowdowns, and crashes will occur. We also may need to restrict access at various times to some parts or all of our website to perform maintenance. While it is our intention that our website will be available seven days a week except when maintenance is scheduled (usually for weekends), you understand that we do not guarantee that you will always be able to access our website. Computer problems can arise on your end, our end, or anywhere in between. You agree that we are not responsible for any losses or liabilities that may occur as a result of computer, telecommunications, or Internet failures, regardless of the cause.

### Extraordinary Events

You agree that we are not liable for any losses caused directly or indirectly by extraordinary events or conditions beyond our control. Such events include, but are not limited to, government actions, exchange or market rulings, suspensions of trading and quote vendor, or market maker errors, failures or outages.

### Business Continuity and Contingency Plan

We have a comprehensive business continuity program in place, which we review, update and test on a regular basis. The plan provides for continuation of client service in the event of various types of interruption to our facilities and services, with the understanding that we cannot plan for, safeguard or guarantee against all contingencies. Our policy is to respond to significant business disruptions by safeguarding employees' lives and firm property, making a financial and operational assessment, quickly recovering and resuming operations, protecting all of the firm's books and records, and ensuring that our customers can continue to transact business.

Examples of potential scenarios that might cause some changes to our regular business operations:

- A power outage due to the power company being unable to supply electricity at our primary facility for almost any reason should not disrupt our service to our customers
- We maintain a primary location and a back-up facility in separate locations for our data servers and our customer service operations, and, in an emergency, can conduct relevant operations from separate locations although, depending on the circumstances, on a reduced scale (in some cases, a much-reduced scale). Account access would be made available through the back-up location, if necessary.
- External threats or damage to our primary facility would cause us to transition to our back-up facility with some disruptions to services we will make best efforts to minimize.

No contingency plan can eliminate all risk of service interruption or impeded account access. We assess and update our plans to mitigate risks. In creating our Business Continuity and Contingency Plan, certain assumptions have been made such as alternative facilities being accessible, sufficient personnel being available, and external organizations including securities markets and government agencies being operational. If these assumptions are not valid under particular circumstances, we will evaluate possibilities for minimizing the disruption to services feasible at that time and will promptly provide clients with information about how to access their funds and securities.

We update the Business Continuity and Contingency Plan to reflect changes to our business processes, technology, and staff, and continue to post a summary of it on our website. You may also obtain our current Business Continuity and Contingency Plan summary by submitting a written request.

### Keep Your Account Information Secure

You understand that you are responsible for securing the confidentiality of your username, password, and other methods, processes, procedures or mechanisms of securing access to your account that we may, from time to time, make available to you, and for preventing unauthorized use of such information or access methods. You will be solely responsible for all transactions in your account. You should notify us immediately if your username or password is compromised or lost. We will act on any and all instructions provided to us using your username and password.

You understand that we use technology to protect and encrypt the transmission of information from and to you. You also understand that we strongly suggest that you use the most up to date version of your browser to secure your information.

While we have taken reasonable measures to keep your information secure, we are not liable if your data and communications are intercepted. Should someone intercept a transmission of your information, you agree that you will not hold us, our affiliates, independent companies, or others who provide services to you through our website liable for any type of damages. This includes any liabilities or damages resulting from viruses that may infect your or our computer(s) or third-party Internet facilities.

### No Guarantee on Accuracy of Third Party Information

You understand that we are not responsible for the accuracy or your use of any information we receive from third parties. While we use vendors we believe to be reliable, we have not verified and do not make any warranty for information provided by third parties. Our website contains links to third party websites, which are provided for the convenience of our customers. However, we have no control over these other websites. As a result, we are in no way responsible for and in no way approve, endorse, or guarantee the accuracy, reliability, or completeness of any data or information provided in any hyperlinked web page or website. We do not endorse, adopt, review, sponsor, or oversee the material presented on any third party website or any of the employees, policies, activities, products, or services offered on



such websites.

### Services and Products Provided by Our Affiliates and By Others that are Not Affiliated with Us.

You understand that our website may allow you access to various financial products and services that are provided by affiliates of ours or by entities that are not affiliated with us. These products and services may be governed by separate terms and conditions which we may make available to you, or which may be made available to you directly by the provider of the product or service including on such provider's website. You agree to the terms and conditions that govern the products and services made available to you by such providers. Such providers can enforce their terms and conditions, relying upon your acceptance of this Agreement.

### Disclosure of Information to Issuers

Consistent with our Privacy Policy, we maintain the confidentiality of your account information (including, but not limited to, your name, address, account number, securities owned, cash balances and other personal information that we may have or that you have provided to us). For securities listed, or authorized for listing, on a national securities exchange ("listed securities"), under U.S. Securities and Exchange Commission (SEC) rules, an issuer of securities that is distributing proxy materials to its shareholders is entitled to request from a broker-dealer the account information for customers who are shareholders of the issuer's listed securities if such shareholders have not objected to the release of such information. By electronically signing this Agreement, you object to the release of your account information to such issuers, and we will not provide that information to them.

For securities not listed, or authorized for listing, on a national securities exchange ("unlisted securities"), however, it is necessary for us to disclose your account information to initiate and/or complete unlisted securities transactions and to reconcile the number of outstanding or issued securities with the issuer. In addition, we may receive requests by foreign tax authorities or issuers with respect to securities subject to foreign tax withholding or voting restrictions and in those limited circumstances you are agreeing to allow us to provide your personally identifiable account information even though, for all other purposes, you are objecting to such release. By electronically signing this Agreement, unless otherwise stated, you permit us to release your account information to issuers of the unlisted securities and applicable foreign tax authorities or issuers of such securities you own and hold in your account with us and/or at your designated custodian, or to an escrow agent or a transfer agent of the issuer. This permission does not override your objection to our provision of account information to the issuers of the listed securities you own and hold in your account with us.

### Arbitration

A. This Agreement contains a pre-dispute arbitration clause. By signing this Agreement

you are entering into an arbitration agreement, by which the parties agree as follows:

- 1) 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.
  - 2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
  - 3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
  - 4) 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 calendar days prior to the first scheduled hearing date.
  - 5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
  - 6) 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 to court.
  - 7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, are part of this Agreement.
- B. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of FINRA Dispute Resolution, Inc. ("FINRA DR"). I agree to arbitrate any controversy or claim before FINRA DR in the State of New York.
- C. This agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under the federal securities laws. If you are a foreign national, non-resident alien, or if you do not reside in the United States, you agree to waive your right to file an action against us in any foreign venue.
- D. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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:
- The class certification is denied; or
  - The class is decertified; or
  - 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.

## Important Information about New Account Opening Procedures / Customer Identification Program (CIP)

The USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism) was enacted to strengthen the United States government's ability to combat terrorist financing and money laundering. An essential component of the USA PATRIOT Act requires financial institutions to obtain, verify and record information that identifies each person or entity with an account relationship at a financial institution.

If you are an individual and open an account or carry out transactions with The Firm, The Firm collects the following information:

- Name
- Date of Birth
- Address
- Identification number:
  - U.S. citizen: taxpayer identification number (Social Security number or employer identification number)
  - Non-U.S. citizen: taxpayer identification number; passport number and country of issuance; alien identification card number; or government-issued identification showing nationality, residence and a photograph of you

You may also need to show your driver's license or other identifying documents.

If you are a corporations, partnerships, trusts or other entity opening accounts with The Firm, The Firm asks for (i) name, (ii) street address (either principal place of business, a local office or other physical location), (iii) a U.S. taxpayer identification number, or if not organized or a resident in the United States or filing U.S. income tax returns, the number and country of issuance of any other government-issued document certifying the existence of the organization, and (iv) such other information or documents that we consider necessary to verify the entity's identity. Examples of additional information include articles of incorporation, a government-issued business license, a partnership agreement or a trust instrument. We may also verify the entity's identity through other means.

If the above information is not provided, The Firm may not be able to open an account or carry out transactions for you. If The Firm has already opened an account for you, they may have to close it.

## SIPC Coverage

You understand that SI Securities, LLC ("SI Securities") is a member of the Securities Investor Protection Corporation ("SIPC"), which provides protection for accounts up to \$500,000 (including \$250,000 for claims of cash) per client as defined by SIPC rules. As it pertains to SIPC, you can obtain further information, including the SIPC brochure, by contacting SIPC. They can be reached by visiting their website at <http://www.sipc.org> or by telephone, email, or regular mail:

Securities Investor Protection Corporation Tel: +1 (202) 371-8300 1667 K St. N.W. Suite 1000  
Fax: +1 (202) 223-1679 Washington, D.C. 20006-1620 Email: [asksipc@sipc.org](mailto:asksipc@sipc.org)

## Complaints

Complaints concerning services provided by SI Securities may be directed to:

Compliance Department  
135 Madison Avenue, 5th Floor  
New York, NY 10016  
(617) 863-2136  
[complaints@seedinvest.com](mailto:complaints@seedinvest.com)

## FINRA Public Disclosure Program

As a member of FINRA, SI Securities is required to disclose the availability of BrokerCheck, an online tool that provides information about FINRA-registered firms and investment professionals. To access BrokerCheck or download an investor brochure, go to <http://www.finra.org/brokercheck>. You can also call the BrokerCheck Hotline at 800.289.9999.

## Miscellaneous Provisions

You also agree that the following provisions shall also apply to this Agreement:

- A. Binding Effect; Assignment. This Agreement shall bind you and your heirs, assigns, executors, successors, conservators and administrators. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining our prior written consent. We may assign, sell or transfer your Account and this Agreement, or any portion thereof, at any time, without your prior consent.
- B. Severability. If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.
- C. Entirety of Agreement. This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including, but not limited to, those posted on our Website), and the terms and conditions contained in the Account statements and confirmations, contain the entire agreement between you and me and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between us except that any and all other agreements between us not inconsistent with this Agreement, remain in full force and effect.

- D. Website Postings. You agree and understand that we may post other specific agreements, disclosures, policies, procedures, terms and conditions that apply to your use of the App, the Website or My Account on our Website. You understand that it is your continuing obligation to understand the terms of such postings, and you agree to be bound by such postings as are in effect at the time of your access or use.
- E. Amendment. We may at any time amend this Agreement without prior notice to you. Your continued use of your account or access is your agreement to be bound by amendments to the Agreement, regardless of whether you have actually reviewed them. Continued use of our App, our Website or any of our other services after such posting is your acknowledgment and acceptance of such amendment. You agree to regularly consult the Website for up-to-date information about our services and any modifications to this Agreement. We are not bound by any verbal statements that seek to amend this Agreement.
- F. Termination. We may terminate this Agreement, or close, deactivate or block access to your Account at any time in our sole discretion as above. You will remain liable to for all obligations you incur in before or after termination. You may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of your Account.
- G. No Waiver; Cumulative Nature of Rights and Remedies. You understand that our failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on our part to exercise any power or right given to us in this Agreement, is not a waiver of such power or right. All rights and remedies given us in this Agreement are cumulative and do not exclusive any other rights or remedies to which we are entitled.
- H. International Customers. The products and services described on the Website are offered only in jurisdictions where they may be legally offered. You understand that our products and services are intended for U.S. customers only and may not be offered or available outside of the U.S. You understand that we, at our sole discretion may accept unsolicited accounts from non-U.S. residents, depending on the country of residence and other factors. You understand that we are based in the United States and accept only U.S Dollar-denominated payments or deposits to your customer account(s).
- I. Governing Law. The terms of this Agreement, and all other agreements with respect to your Account are governed by the substantive laws of the State of New York without reference to its choice of law or conflict of laws rules.