

Terms of Use

Effective Date: August 12, 2019

Farther Advisors, LLC (“Farther,” “we,” “us,” or “our”) provides you access to our websites, available at farther.com and elsewhere (the “Website”), and our mobile application (the “App” and, collectively with the Website, the “Platform”), subject to the following Terms of Use, which may be updated by us from time to time without notice to you. By accessing the Platform, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Platform.

The sections below titled “Binding Arbitration” and “Class Action Waiver” contain a binding arbitration agreement and class action waiver. They affect your legal rights. Please read them.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

Description of the Platform and Restrictions

We provide Visitors and Clients with access to the Platform as described below.

Visitors

Visitors, as the term implies, are people who do not register with us but want to explore the Platform. No login is required for Visitors. Visitors can: (i) view all publicly available content on the Platform; and (ii) email us.

Clients

Clients are individuals that have entered into a separate Investment Advisory Agreement (“Investment Advisory Agreement”) with Farther, pursuant to which Farther provides such individuals with investment management advice and services through the access to the Platform (the “Services”). Clients can do all the things that Visitors can do, and: (i) create, access, manage, and update their own personal accounts on the Platform; and (ii) sign up for alerts and other notifications.



Farther is under no obligation to accept any individual as a Client and may accept or reject any registration in its sole and complete discretion. In addition, Farther may deactivate or suspend any account at any time, including, without limitation, if it determines that a Client has violated this Agreement. We reserve the right, in our sole and absolute discretion, to deny you access to the Platform, or any portion of the Platform, without notice and without reason. For avoidance of doubt, your access to and use of this Platform shall be governed by this Agreement, and the provision of Farther's Services through the Platform and provision of any other investment advisory services shall be governed by the Investment Advisory Agreement. Notwithstanding the foregoing or anything else in this Agreement to the contrary, in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Investment Advisory Agreement, the terms and conditions of the Investment Advisory Agreement shall control.

Community Guidelines

The Farther community functions best when our Visitors and Clients follow a few simple rules. By accessing the Platform, you agree to comply with these community guidelines (the "Community Guidelines") and that

You will:

- Comply with all applicable laws in your use of the Platform and will not use the Platform for any unlawful purpose.
- Use the Platform solely for your personal, non-commercial use.
- Provide accurate information to us, whether reported directly or through a third party who you authorize, and keep it updated.

You will not:

- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with, or attempt to interrupt the proper operation of, the Platform through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any Content (as defined below), data, files, or passwords related to the Platform through hacking, password or data mining, or any other means.



- Upload, email, transmit, provide, or otherwise make available any Client information which you do not have the lawful right to use, copy, transmit, display, or make available (including any Client information that would violate any confidentiality or fiduciary obligations that you might have with respect to the Client information).
- Decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Platform.
- Cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Platform.
- Use any meta tags or other hidden text or metadata utilizing a Farther name, trademark, URL or product name.
- Forge any TCP/IP packet header or any part of the header information in any posting, or in any way use the Platform to send altered, deceptive, or false source-identifying information.
- Use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Platform 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.
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure.

If you find something that violates our Community Guidelines, please let us know, and we'll review it.

Registering for the Platform

If you wish to register for the Platform you will be prompted to create an account, which may include a sign-in name ("Sign-In Name"), a password ("Password"), and perhaps certain additional information that will assist in authenticating your identity when you logs-in in the future ("Unique Identifiers"). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one user. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Platform using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name or change any Unique Identifier. We reserve the right to delete or change



your Password, Sign-In Name or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action.

Intellectual Property

The Platform contains material, such as videos, photographs, software, text, graphics, images, sound recordings, and other material provided by or on behalf of Farther (collectively referred to as the “Content”). The Content may be owned by us or by third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

The trademarks, service marks, and logos of Farther (the “Farther Trademarks”) used and displayed on the Platform are registered and unregistered trademarks or service marks of Farther. Other company, product, and service names located on the Platform may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Farther Trademarks, the “Trademarks”). Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Farther Trademarks inures to our benefit.

Elements of the Platform are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.



No Offers or Reliance, and No Investment or Financial Advice

Visitors should note that no information set forth in areas of the Platform that Visitors have access to (the “Visitor User Areas”) should be construed as investment or financial advice. The Visitor User Areas are limited to the dissemination of general information pertaining to Farther’s advisory services, together with access to additional investment-related information, publications, and links. Accordingly, the publication of information on the Visitor User Areas on the Internet should not be construed by any client and/or prospective client/investor as Farther’s solicitation to effect, or attempt to effect, transactions in securities, or the rendering of personalized investment advice for compensation, over the Internet.

Farther is neither a law firm nor an accounting firm, and no portion of the Platform should be interpreted as legal, accounting, or tax advice. To the extent that past performance is available through the Platform, past performance is not indicative of future results, and no representation is being made that any investment will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided.

No material available through the Platform shall be used or considered as an offer to sell or a solicitation of any offer to buy the securities or services of any of our affiliated entities. Offers can only be made where lawful under, and in compliance with, applicable law.

Please remember that different types of investments involve varying degrees of risk, and there can be no assurance that the future performance of any specific investment or investment strategy (including those undertaken or recommended by Farther), will be profitable or equal any historical performance levels.

Investments discussed on the Platform, if any, may not be suitable for all investors. Investors should make their own investment decisions based upon their own financial objectives and financial resources and should obtain independent investment and tax advice before deciding to invest. Case studies set forth on the Platform have been selected to exemplify Farther’s investments in different asset classes and/or geographic regions. These investments do not represent all of the investments selected by Farther with respect to a particular asset class, geographic region, or a particular



account. Case studies may be ongoing investments of certain accounts managed by Farther, and are not intended to be, and should not be construed as, investment advice or a recommendation to purchase or sell any particular security. Case studies or other investments discussed on the Platform ultimately may generate positive returns, and other investments made in these asset classes or geographic regions, but not discussed on the Platform, may generate negative returns, or vice versa. It should not be assumed that investments made for any particular account will match the performance or character of the investments discussed on the Platform, or that the returns of any accounts managed by Farther will equal the performance of the investments discussed on the Platform. Investors may experience materially different results.

No Inside Information, and No Guaranteed Results

Farther obtains information from a wide variety of publicly-available sources. Farther does not have, nor does it claim to have, sources of inside or private information. The recommendations developed by Farther in connection with its services are based upon the professional judgment of Farther, and Farther cannot and does not guarantee the results of any recommendations.

Forward-Looking Statements

The Platform contains certain “forward-looking statements,” which may be identified by the use of such words as “believe,” “expect,” “anticipate,” “should,” “planned,” “estimated,” “potential,” and other similar terms. Examples of forward-looking statements include, but are not limited to, estimates with respect to financial condition, results of operations, and the success or lack of success of Farther’s investment process or strategy. All are subject to various factors, including, but not limited to, general and local economic conditions, changing levels of competition within certain industries and markets, changes in interest rates, changes in legislation or regulation, and other economic, competitive, governmental, regulatory, and technological factors affecting Farther’s operations that could cause actual results to differ materially from projected results.



Positions and Recommendations

Certain portions of the Platform may contain a discussion of, and/or provide access to, Farther's (and those of other investment and non-investment professionals) positions and/or recommendations as of a specific prior date. Due to various factors, including changing market conditions, such discussion may no longer be reflective of current positions and/or recommendations. Moreover, no Client should assume that any such discussion serves as the receipt of, or a substitute for, personalized advice from Farther or from any other investment professional.

Rankings and Rating Services

Rankings and/or recognition by unaffiliated rating services and/or publications should not be construed by a Client as a guarantee that he/she will experience a certain level of results if Farther is engaged, or continues to be engaged, to provide investment advisory services, nor should they be construed as current or past endorsements of Farther by any of its Clients. Rankings published by magazines and others generally base their selections exclusively on information prepared and/or submitted by the recognized adviser. Moreover, with regard to any performance information contained on the Platform, directly or indirectly, users should note that past results are not indicative of future results.

Communications with and Submissions to Us

Although we encourage you to email us, we do not want you to, and you should not, email us any content that contains confidential information. With respect to all emails and communications you send to us, including, but not limited to, ratings, feedback, questions, comments, suggestions, and the like, we shall be free to use any ratings data, ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

No Warranties and Limitation of Liability

You acknowledge that Farther does not represent or warrant that the content and any other data or information provided through the Platform will be accurate or complete.



You also acknowledge that the Platform may contain bugs, errors, and other problems that could cause system failures. Consequently, the Platform and the content are provided “as is” and “as available” without any warranties of any kind, including that the Platform or content will operate error-free or that the Platform, its servers, or the content are free of computer viruses or similar contamination or destructive features.

We disclaim all warranties, including, but not limited to, warranties of title, merchantability, non-infringement of third parties’ rights, and fitness for particular purpose and any warranties arising from a course of dealing, course of performance, or usage of trade.

In connection with any warranty, contract, or common law tort claims: (i) we and our licensors shall not be liable for any incidental or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use or inability to access and use the Platform or the content, even if we have been advised of the possibility of such damages; and (ii) any direct damages that you may suffer as a result of your use of the Platform or the content shall be limited to the total fees that you have paid to us within the six (6) months immediately preceding the events giving rise to any claim.

Some jurisdictions do not allow the exclusion of certain warranties. Therefore, some of the above limitations on warranties in this section may not apply to you.

Nothing in these terms of use shall affect any non-waivable statutory rights that apply to you.

External Sites

The Platform may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.



Indemnification

You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, licensors, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your misuse of the Content or the Platform; and/or (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

Compliance with Applicable Laws

We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Platform or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

Termination of the Agreement

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Platform, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Platform at any time without prior notice or liability. Sections 4-21 shall survive the termination of this Agreement.

Controlling Law

This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions.



Binding Arbitration

In the event of a dispute arising under or relating to this Agreement, the Content, or the Platform (each, a “Dispute”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. If either party chooses arbitration, neither party shall have the right to litigate such claim in court or to have a jury trial, except either party may bring its claim in its local small claims court, if permitted by that small claims court rules and if within such court’s jurisdiction. Arbitration is different from court, and discovery and appeal rights may also be limited in arbitration. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration organization to hear the case shall be determined by the party who first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction over the matter. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 19 below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

Class Action Waiver

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) 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. You agree



that you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Equitable Relief

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of California for purposes of any such action by us.

Miscellaneous

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

Contact Us

If you have any questions about our Terms of Use, please contact Farther Client Service at hello@farther.com.

