

**THIS IS A LEGALLY BINDING AGREEMENT AND AFFECTS YOUR RIGHTS****Mobile App Terms and Conditions**

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND STONEX GROUP INC. AND/OR ITS SUBSIDIARY ENTITY PROVIDING THE MOBILE APPLICATION (“StoneX”). YOU MUST READ THESE TERMS AND CONDITIONS IN THEIR ENTIRETY BEFORE DOWNLOADING, ACCESSING OR USING THE MOBILE APP.

By downloading, accessing or using the Mobile App or the services available through the Mobile App (collectively, the “Services”), you agree that these Terms and Conditions govern your access and use of the Services.

StoneX reserves the right, in its discretion, to modify these Terms and Conditions at any time and any such modification will be effective immediately upon posting the modification. You should check these Terms and Conditions periodically for modifications. If you access or use the Services after we post modifications to the Terms and Conditions, you will be bound by such modifications. If you do not agree to, or cannot comply with the modified Terms and Conditions, you must stop using the Services.

These Terms and Conditions are in addition to any other agreements between you and StoneX, including any account agreement or clearing agreements and any other agreements that govern your use of products, services, content, tools and information available from us (“Additional Agreements”). In the event of an irreconcilable conflict between these Terms and Conditions and any applicable Additional Agreement, the Additional Agreement will govern.

**Ability to Accept Terms and Conditions**

You affirm that you are over the age of majority for the jurisdiction in which you reside and are fully able and competent to enter into these Terms and Conditions, to make the representations and warranties contained herein, and to abide by and comply with these Terms and Conditions. If you are not over the age of majority or otherwise lack capacity to agree to these Terms and Conditions, you may not access or use the Services.

**License and Mobile App Access**

Subject to these Terms and Conditions, StoneX hereby grants you a limited, non-exclusive, non-transferable, non-sharable, non-sublicenseable, revocable license to download, install, access and use the Services on any device solely for your personal, non-commercial purposes only. You may not use the Mobile App or the Services for any purpose or in any way not expressly permitted by these Terms and Conditions.

You may not, and you agree not to permit or enable others to, modify, copy, distribute, transmit, post, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any pages, data, information, software, products or services obtained from the Services, unless you have obtained prior written permission from StoneX. We hereby grant you permission, solely for your own personal use, to download and/or print a hard copy of documents we deliver or make available to you electronically through the Services. StoneX reserves all rights not expressly granted herein. StoneX expressly reserves the right to monitor any and all use of the Services.

Without limiting the generality of the foregoing, unless you have obtained StoneX’s prior written permission, you **WILL NOT**:

- Copy, modify, display or otherwise use StoneX’s name, logo, trademarks, text, or graphic images or content from the Services in any way or for any purpose;
- Redeliver any of the pages, text, graphic images or content of the Services using "framing" technology;
- Use devices (including software) that are designed to provide repeated automated access to the Services, other than those made generally available by StoneX, or probe, scan or test the vulnerability of any system or network related in any way to the Services. StoneX reserves the right to take all measures necessary to prevent such access, probing, scanning or testing, including denial or termination of service, and you

acknowledge and agree that StoneX shall be entitled, without warning any other rights or remedies, to injunctive or equitable relief as may be deemed proper to enforce such right;

- Use any of the electronic communication features of the Services for any unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful purpose;
- Collect or store personal or confidential information about other users;
- Use the Services for any commercial purpose not previously approved by StoneX in writing; or
- Include "StoneX," any StoneX trademark, any StoneX executive's or other employee's name, or any variation of any of the foregoing as a meta-tag, hidden textual element or any other indicator that may create an impression of affiliation, sponsorship or endorsement between you and StoneX and/or the Services.

### **User ID and Password Protection**

Some of the Services may be accessible without password access control. Other Services require use of your account number or unique User Identifications and Password in order to access, to view, and to use the Services. You are solely responsible for maintaining the confidentiality of your User Identification and Password and preventing the misuse or unauthorized use thereof. You are responsible for all use of your User Identification and Password, with or without your knowledge or consent, including but not limited to any transactions initiated using your User Identification and Password, and StoneX shall have no liability therefor. You agree to notify StoneX immediately upon discovery of, or your suspicion, that the confidentiality of your User Identification and/or Password has been compromised and further agree to notify StoneX of any change in your contact information.

### **New Account Information**

When you register to open a new account with StoneX, we are required to ask you certain identifying information to confirm your identity. You represent and warrant that you will provide true, accurate, current, and complete information about yourself and any other individuals or entities related to the new account. You further represent and warrant that in completing your new account information and in all future communication with StoneX, you will not impersonate any person or entity, misrepresent any affiliation with another person, association, other legal entity, or otherwise employ any method to conceal your identity from StoneX for any reason.

### **Content**

The Services may include proprietary or third-party content including, but not limited to, market data, quotes, news, analyst opinions and research reports (the "Content"). Your account statement is the official record of your StoneX account. Any other information regarding your account is provided for your convenience but is not the official record of your account. StoneX and our third-party providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the Content or warrant any results from your use or reliance on the Content. The Content may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither StoneX nor the third-party providers are obligated to update any information or opinions contained in any of the Content. StoneX may discontinue offering any Content at any time without notice. You agree that neither StoneX nor any third-party provider will be liable to you in any way for the termination, interruption, delay or inaccuracy of any of the Content. Except as otherwise agreed by StoneX in writing, you will not use for any commercial purpose, redistribute, or facilitate the redistribution of any Content, nor will you provide access to the Content to anyone who is not authorized by StoneX to receive the content.

StoneX does not provide investment, legal or tax advice through the Services and no Content should be construed as being investment, legal or tax advice.

### **Hyperlinks**

Any hyperlinks to web sites controlled or offered by third parties are provided only as a convenience to you. StoneX does not endorse or recommend, and makes no representation regarding the quality of, any product, service, or information contained in, offered or available through any third-party site.

### **Electronic Recording**

In connection with your access and use of the Services, you acknowledge and consent to the taping or other form of electronic recording of any communication, electronic or otherwise, between you and StoneX or its representatives or agents. You acknowledge and consent to the recording, retention and use by StoneX (and its employees, representatives and agents) of all information and data that you input during your use of the Services or during any communication.

### **Trademarks and Copyrights**

StoneX's trademarks may not be used in connection with any product or service that is not StoneX's and may not be used in any manner that is likely to cause confusion among customers or that disparages or discredits StoneX. All other marks appearing used in connection with the Services are the exclusive property of their respective owners. All Content available through the Services, including, but not limited to, text, graphics, audio clips, logos, buttons, images, digital downloads, data compilations, software, icons, html code and xml code, is the property of StoneX or its Content vendors and is protected by U.S. and international copyright laws. The compilation of all content available through the Services is the exclusive property of StoneX or its Content vendors and is protected by U.S. and international copyright laws. All software provided in connection with or accessible through the Services is the exclusive property of StoneX or its software suppliers and is protected by U.S. and international copyright laws and other laws.

### **Downloading Software and Files**

If you download software or files (collectively, the "Files") from the Services, the Files are licensed to you by StoneX solely for your personal, noncommercial use; however:

- StoneX does not transfer title to the Files to you;
- You own the medium on which the Files are recorded, but StoneX and its licensors retain full and complete title in and to the Files, including all intellectual property rights therein; and
- You may not redistribute, sell, decompile, reverse engineer, disassemble or otherwise reduce the Files to any other form whatsoever.

### **International Use**

The Services are not intended for use by any person in any jurisdiction where the use of the Services would be contrary to law regulation that would subject StoneX to any registration requirements within such jurisdiction and the Content of the Services does not constitute solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be unlawful.

### **Export**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology

### **Termination, Suspension or Modification**

The rights granted to you herein terminate immediately upon any violation by you or anyone using your User Identification and Password, of these Terms and Conditions. StoneX reserves the right to terminate, suspend or modify your access to the Services at any time, without notice, for any reason whatsoever. You agree that StoneX shall not be liable to you or any third party for any termination of your access to the Services.

**Disclaimers and Limitations of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, STONEX AND ITS LICENSORS (COLLECTIVELY REFERRED TO AS STONEX FOR THE PURPOSES OF THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES AND ANY PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. STONEX MAKES NO WARRANTY THAT:

1. THE SERVICES WILL MEET YOUR REQUIREMENTS;
2. THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE OF VIRUSES, ERRORS, WORMS, DATE BOMBS, TIME BOMBS OR OTHER HARMFUL COMPONENTS;
3. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE;
4. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS;
5. ANY ERRORS ON THE SERVICES WILL BE CORRECTED; AND
6. THE DATA AND MATERIALS PRESENTED OR DISPLAYED ON THE SERVICES ARE CORRECT, ACCURATE OR RELIABLE.

NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, WHETHER OBTAINED BY YOU FROM STONEX, FROM A STONEX EMPLOYEE OR AGENT OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED USING THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT.

YOU AGREE THAT NEITHER STONEX NOR ANY THIRD PARTY ENGAGED IN PROVIDING SERVICES TO YOU ON OR THROUGH THE SERVICES SHALL BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES CAUSED BY THEFT, UNAUTHORIZED ACCESS, SYSTEMS INTERRUPTION OR FAILURE, COMMUNICATIONS LINE FAILURE OR OTHER OCCURRENCES BEYOND THE CONTROL OF STONEX OR SUCH THIRD PARTIES.

STONEX WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF STONEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM:

1. THE USE OF OR THE INABILITY TO USE THE SERVICES;
2. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES;
3. ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS OR DATA DUE TO YOUR CONDUCT, INACTION OR NEGLIGENCE;

4. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR
5. ANY OTHER MATTER RELATING TO THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

#### **Data Transmission Security**

Electronic (wired or wireless) communications and interaction with the Services may not be encrypted. You agree that there is always the risk that data, including e-mail, electronic or wireless communications may be accessed by unauthorized third parties when transmitted between you and STONEX or between you and other parties. StoneX shall not be liable for any loss or damage resulting from interception by third-parties of any information made available to you through the Services.

#### **Injunctive Relief**

You acknowledge and agree that your violation of these Terms and Conditions may result in irreparable injury and damage to STONEX and its affiliates that may not be adequately compensable in money damages and for which STONEX and its affiliates will have no adequate remedy at law. You therefore consent and agree that STONEX and its affiliates may seek to obtain such injunctions, orders or decrees as may be reasonably necessary ensure compliance with these Terms and Conditions, and you waive any requirement of bond that may apply for issuance of any injunctions, orders, or decrees.

#### **Applicable Law and Venue**

Unless otherwise specified, STONEX controls and operates the Services from our offices in the United States of America. STONEX does not claim that the Services or the Content are appropriate or available for use in locations other than the United States. If you choose to access and use the Services from other locations, you do so on your own initiative and you are responsible for compliance with any applicable local laws. The laws of the State of New York, United States of America, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between you and STONEX or its affiliates. If you take legal action relating to these Terms and Conditions, you agree to file such action only in the state or federal courts located within the State of New York, and you consent and submit to the exclusive personal jurisdiction of those courts for the purposes of litigating any such action.

These Terms and Conditions shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

#### **Severability; Integration and Governing Language**

If any provision of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions. These Terms and Conditions represent the entire agreement between STONEX and you relating to the subject matter herein, except that STONEX's relationship with its customers is governed by the STONEX customer or account agreements. Any translation of these Terms and Conditions into a language other than English is done as convenience; in the event of a dispute between the English and non-English versions, the English version shall govern.