

Terms of Service
Last Updated: April ____, 2021

General

These Terms of Service, together with any documents they expressly incorporate by reference (collectively, these “Terms of Service”), set forth the terms and conditions that govern your access to and use of the budgeting software available through the B.E.S.T. Wealth Management mobile application, software, and website, together with any associated content, including educational materials and communications regarding your account, subscription, functionality and services offered by B.E.S.T. Wealth Management, LLC (“B.E.S.T. Wealth Management” or “we” or “us”). As used in these Terms of Service, the term “Site” refers to and includes all B.E.S.T. Wealth Management websites, pages that are associated or within each website and all devices, applications or services that we operate or offer that link to these Terms of Service.

Please read the Terms of Service carefully before you start to use the Site. By clicking to accept or agree to the Terms of Service, installing, accessing, or using the Site, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, incorporated herein by reference, all as they may be amended from time to time in the future. If you do not agree to these Terms of Service or the Privacy Policy, you may not access or use the Site.

You may not use or access the Site and you may not accept these Terms of Service if you are not legally authorized to accept and be bound by these terms or are not at least 18 years of age and, in any event, of a legal age to form a binding contract with B.E.S.T. Wealth Management.

Before you continue, you should print or save a local copy of these Terms of Service for your records.

Modifications

We reserve the right at any time to modify or discontinue, either temporarily or permanently and with or without notice, the Site, or any portion thereof. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. Your use of the Site after you are notified of any modifications will constitute your acceptance of and agreement to such modifications. We will not be liable to you or to any third party for any modifications or discontinuations of the Site.

We may revise and update these Terms of Service from time to time in our sole discretion. Any revisions will be provided to you by electronic means (either by email or by posting the information on the Sites). All changes are effective immediately upon such electronic notice and apply to all access to and use of the Site thereafter. Your use of the Site following the posting of revised Terms of Service means that you accept and agree to the changes.

Accessing the Website and Account Security

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with this Site or otherwise, including but not limited to using any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Any username, password or any other piece of information created by or issued to you as part of our security procedures, must be treated by you as confidential, and you disclose any such confidential information solely at your own risk and discretion. Should you, at your discretion, choose to share your username, password, or other security information with any other person or entity in order to share access, we disclaim any and all liability for anything that person or entity may do to compromise the security of your account.

You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Service.

We are not responsible for the accuracy of financial data obtained from third-party sites that are displayed or reported through the Site or any of our services. We are not responsible for and cannot guarantee the accuracy or timeliness of financial account we retrieve on your behalf directly, from third party technology providers, from third party financial institutions where your accounts are held, or from third party research/market data providers used to provide our services.

The Company assumes no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, loss of user data, communications or personalization settings or for any technical or other difficulties which may result in failure to obtain data, personalization settings or service interruptions.

Rights You Grant to B.E.S.T. Wealth Management

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including usernames and passwords that you provide to log into such third party's website. You hereby authorize and permit us to use and store information submitted by you to accomplish the foregoing and to configure the Site so that it is compatible with the third-party websites for which you submit your information. For purposes of these Terms of Service and solely to provide the account information to you as part of the services available through the Site, you grant us a limited power of attorney, and appoint us as your attorney-in-fact and agent, to access third party websites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY WEBSITES, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY THAT OPERATES THE THIRD-PARTY WEBSITE. You understand and agree that the Site is not sponsored or endorsed by any third parties accessible through the Site. We are not responsible for any payment processing errors or fees or other Site-related issues, including those issues that may arise from inaccurate account information.

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Your access and use of the Site may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of device operating environment or other equipment, periodic updating, maintenance or repair of the Site or other actions that we, in our sole discretion, may elect to take. In no event will we be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime or use of a rooted, jailbroken or incompatible mobile device.

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Your sole and exclusive remedy for any failure or non-performance of the Site, including any associated software or other materials supplied in connection with such portion of the Site, will be for us to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable portion of the Site.

Access and Interference

You may use the Site only in accordance with these Terms of Service. You shall not use the Site: In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries). To send, knowingly receive, upload, download, use or re-use any material which does not comply with any standards set out in these Terms of Service. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm B.E.S.T. Wealth Management or users of the Site or expose them to liability.

Further, you shall not: Engage in behavior that will put your personal information at unnecessary risk, such as leaving, transmitting, or publishing your login or passwords. Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site. Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site. Monitor or copy any of the material on the Site without our prior written consent. Use any device, software or routine that interferes with the proper working of the Site. Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on

which the Site is stored, or any server, computer or database connected to the Site. Otherwise attempt to interfere with the proper working of the Site.

Monitoring and Enforcement; Termination

We have the right to:

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS B.E.S.T. WEALTH MANAGEMENT AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You shall defend, indemnify and hold harmless B.E.S.T. Wealth Management, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Site, any use of the Site's content, services and products other than as expressly authorized in these Terms of Service or your use of any information obtained from the Site.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Service and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Missouri, in each case located in St. Louis County, Missouri, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to a venue in such courts.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

Entire Agreement

The Terms of Service and our Privacy Policy and Terms of Sale constitute the sole and entire agreement between you and B.E.S.T. Wealth Management with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.