

General Disclosures

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RIA Disclosure

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written consent of Nexus338. This obligation will survive the termination of this Agreement.

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1. An investment adviser or investment adviser representative may only transact business in a particular state after licensure or satisfying the qualifications and requirements of that state or if they are excluded or exempted from the state's investment adviser or investment adviser representative requirements, as the case may be.
2. Follow-up, individualized responses to consumers in a particular state by an investment adviser or investment adviser representative that involve either the effecting or attempting to effect transactions in securities or the rendering of personalized investment advice for compensation shall not be made without first complying with the state's investment adviser or investment adviser representative requirements or pursuant to an applicable state exemption or exclusion.
3. For information concerning the licensure status or disciplinary history of an investment adviser or investment adviser representative, a consumer should contact his or her state securities law administrator.

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Personal Information means personally identifiable information such as information you provide via forms, surveys, applications or other online fields including name, postal and email addresses, telephone, fax and mobile numbers, and account numbers.

How We Use Personal Information

We may use Personal Information:

- to respond to your inquiries and fulfill your requests;
- to inform you about important information regarding the Website or services for which you may be interested in or in which you are already receiving, including changes to terms, conditions, and policies and/or other administrative information;
- to deliver marketing or general communications that we believe may be of interest to you, including ads or offers tailored to you or information and communication you have specifically requested;
- to personalize your experience on the Website;
- to verify your identity and/or location;
- collected through our social media pages and other online interactions with you to assist in verifying your identity and account status. We may combine this online information with information collected from offline sources or information we already have;
- for business purposes, including data analysis, audits, developing and improving products and services, enhancing the Website, identifying usage trends and determining the effectiveness of promotional campaigns;
- for risk control, for fraud detection and prevention, to comply with laws and regulations, and to comply with other legal process and law enforcement requirements;
- to allow you to utilize features within our Sites by granting us access to information from your device such as contact lists or geo-location when you request certain services.

Entire Agreement

This Agreement sets forth the entire agreement between the parties regarding the subject matter hereof. No other agreements, representations, or warranties have

been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of laws. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be an appropriate state or federal court located in the Commonwealth of Virginia. Any cause of action you may have with respect to your use of this Website must be commenced within one (1) year after the claim or cause of action arises.

No Partnership

Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

Waiver

The failure by Nexus338 to enforce any provision of this Agreement shall not constitute a waiver of any provision or right.

Severability

If any of the provisions in this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

Contact

If you have any questions about these Terms of Use, you can contact Nexus338, LLC. at 6409 81st Street, Cabin John, MD 20818, Telephone: 571-348-0700, or info@nexus338.com.