

Terms & Conditions

In this agreement, “Gen” refers to Gen Financial Inc. (also referred to as “Gen,” the “Group,” or the “Company”) and its wholly owned subsidiary, Vantar, together with its interactive website, mobile application, and related services, all accessible via <https://www.vantar.com>. These Terms and Conditions, along with any agreements is between you and Gen Financial Inc. and Vantar (including any client or account agreements), govern your access to and use of the software, products, services, content, tools, and information provided by these entities.

General

The Vantar website and mobile application (collectively, the “Service”) provide access to certain content (the “Content”). This Content includes, without limitation, account details such as positions, balances, transactions, confirmations, and order history, as well as general news, commentary, research reports, educational materials, and data on financial markets, securities, and related topics. The Service also offers market data, including securities quotations and transaction information reported under federal securities regulations, along with interactive financial and investment tools such as alerts and calculators, tools for tax preparation, bill payment, and account management. Additionally, the Service includes company names, logos, product and service names, trade names, trademarks, and service marks (collectively, “Marks”) owned by Gen and by third-party providers (defined below), as well as any other information, content, services, or software available through the platform.

Certain Content is supplied by third parties (“Third-Party Providers”), and this “Third-Party Content” includes information, services, or software available through platforms like social media, blogs, wikis, online conferences, telecasts, podcasts, and similar forums (collectively, the “Forums”). Third-Party Content may be accessible through framed sections or links to Third-Party Providers’ websites.

Acceptance of Terms & Conditions

By using or downloading the Service and its Content, you agree to be bound by these Terms and Conditions, including all related policies. Customers of Gen Financial and Vantar may have additional access to the website. Their relationship with Gen is also governed by other agreements, such as the Customer Agreement, which specifically covers their account(s) and additional terms of use.

Eligibility and Geographic Availability

The Service and Content are intended for use by eligible persons in jurisdictions where Vantar is authorized to offer its products and services. Access to the Service from outside such jurisdictions does not constitute an offer or solicitation by Vantar to provide brokerage or advisory services in that jurisdiction, and no Content on the Service should be construed as directed at, or intended for distribution to, persons in a jurisdiction where such distribution would be contrary to applicable law or Vantar's current regulatory status.

Disclaimers and Limitations of Liability

VANTAR AND ITS THIRD-PARTY PROVIDERS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. THIS INCLUDES, BUT IS NOT LIMITED TO, LOSSES RELATED TO PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF VANTAR OR ANY THIRD-PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH DAMAGES MAY RESULT FROM: (1) YOUR USE OR INABILITY TO USE THE CONTENT OR SERVICE; (2) COSTS TO OBTAIN SUBSTITUTE GOODS OR SERVICES DUE TO ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED, OBTAINED, MESSAGES RECEIVED, OR TRANSACTIONS MADE THROUGH THE SERVICE; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS, OR DATA DUE TO YOUR ACTIONS, INACTION, OR NEGLIGENCE; OR (4) ANY OTHER MATTER RELATED TO THE CONTENT OR SERVICE.

The Content and Service are provided "as is" and "as available." To the fullest extent allowed by law, Vantar and its Third-Party Providers disclaim all warranties regarding the Content and Service, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. Vantar and the Third-Party Providers do not guarantee the accuracy, timeliness, completeness, or usefulness of any Content, and you agree to use the Content and Service at your own risk.

Vantar and the Third-Party Providers do not endorse or approve any Third-Party Content, which is provided solely for informational purposes. Content is not intended as financial, legal, tax, or investment advice unless specifically identified in writing as a personalized recommendation. You are solely responsible for deciding if any self-directed investment, strategy, or related transaction aligns with your investment goals, financial situation, and risk tolerance. We recommend consulting a legal or tax professional regarding your individual circumstances.

Content Accuracy and Updates

Content on the Service is published as of its stated date or, if none is specified, the date of its initial posting. Vantar and its Third-Party Providers have no obligation to update this information after it is posted. Vantar does not create, edit, or endorse Third-Party Content. Vantar makes no guarantee regarding the accuracy, timeliness, completeness, or usefulness of Third-Party Content and assumes no responsibility or liability for any content, advertising, products, or materials available from third-party sites.

You agree not to hold Vantar or any Third-Party Provider responsible for (a) inaccuracies, errors, delays, or omissions in the Content, or (b) any loss or damage resulting from (i) errors, delays, or interruptions in Content transmission; (ii) interruptions due to force majeure events, such as floods, extreme weather, earthquakes, fires, wars, riots, labor disputes, governmental actions, or communication or power failures; or (iii) any other causes beyond the reasonable control of Vantar or any Third-Party Provider, or (iv) non-performance.

Price quotes may be delayed by 20 minutes or longer, as regulated by applicable exchanges and Third-Party Providers. Vantar and the Third-Party Providers make no guarantees regarding the accuracy or timeliness of price quotes or the present or future value or suitability of any transaction, sale, or trade involving any security or other investment. Content is provided solely for personal, non-commercial use.

No part of the Service or Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including "mirroring") on any other computer, server, website, or other medium for publication, distribution, or commercial purposes without Vantar's prior written consent. You acknowledge that Vantar is the exclusive owner of Gen Marks, and other Marks are the property of their respective owners. You agree not to use any Marks for any purpose without the prior express written consent of their respective owners.

Communication

By using the Service or Content, you consent to the recording and retention of all communications, information, and data exchanged between you and Vantar or its representatives.

All communications made in the Forums are public, and reliance on any Third-Party Content within the Forums is at your own risk. When discussing specific companies, stocks, or securities, you agree to disclose any ownership interest you may have in them.

In using the Forums, you agree to refrain from the following activities:

1. Posting, uploading, or transmitting any material that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy (such as sharing contact information without permission), hateful, or otherwise objectionable.
2. Harming minors in any way.
3. Impersonating any person or entity, including any Gen or Third-Party Provider representative or Forum leader.
4. Misrepresenting your affiliation with any individual or organization.
5. Altering identifiers to disguise the origin of any material.
6. Sharing material that you don't have the right to distribute due to laws, contracts, or fiduciary obligations.
7. Uploading or posting material that infringes on any intellectual property rights, such as patents, trademarks, trade secrets, copyrights, or privacy rights.
8. Transmitting unsolicited commercial emails or SPAM, including mass emails without consent, promotions using misleading links or descriptions, or multiple identical submissions.
9. Sharing files containing software viruses or harmful code designed to disrupt or limit functionality.
10. Interfering with the Service or networks connected to it, or disregarding related policies.
11. Violating any applicable local, state, national, or international laws, including SEC regulations or securities exchange rules.
12. Stalking or harassing other users.

13. Collecting or storing personal data about other users.
14. Promoting or providing instructions on illegal activities, encouraging harm to groups or individuals, or promoting cruelty.
15. Offering, selling, or promoting any item, good, or service that violates laws, lacks necessary licenses or permissions, or is deemed inappropriate by Gen or Third-Party Providers.
16. Using the Forums to redirect users to other websites.
17. Accessing or using the Forums unlawfully or in violation of these Terms and Conditions.

Artificial Intelligence

Vantar incorporates AI-powered functionalities, including but not limited to GENiE, an interactive assistant providing insights and other investment-related support.

By using GENiE, you acknowledge and agree that:

- a. GENiE is a tool designed to assist with financial decision-making but does not constitute personalized financial, legal, tax, or investment advice unless expressly stated.
 - b. The insights provided by GENiE are based on historical data, market trends, and algorithmic outputs. These may not always reflect real-time market conditions or your unique financial circumstances.
 - c. You retain full responsibility for evaluating and acting on any insights provided by GENiE.
1. **Limitations:** While GENiE is designed to provide accurate and timely insights, Vantar does not guarantee the accuracy, completeness, or reliability of the insights provided; AI outputs are inherently probabilistic and may not always result in desired outcomes; Vantar's performance may vary based on the quality of input data, and its capabilities are subject to technical and operational limitations.
 2. **Data Usage and Privacy:** By using GENiE, you agree to the collection and use of data under the Vantar Privacy Policy, including input data provided by you for generating

insights (e.g., financial goals, preferences, or strategies); and the use of anonymized data to improve AI algorithms and user experience.

3. **Liability Disclaimer:** To the fullest extent permitted by law, Gen and its subsidiaries are not liable for any direct, indirect, incidental, special, or consequential damages arising from the use of GENiE, including but not limited to financial losses, missed opportunities, or errors in investment strategy. The use of GENiE and other AI features is entirely at your own risk.
4. **Prohibitions:** You agree not to use GENiE or related AI features to engage in illegal, fraudulent, or harmful activities; misrepresent inputs to manipulate AI-generated outcomes; or reverse engineer, decompile, or otherwise attempt to extract the source code or algorithms underlying GENiE.
5. **Updates:** Vantar reserves the right to modify, enhance, or discontinue GENiE or any AI-related features without prior notice. Continued use of the Service after such changes constitutes your acceptance of these modifications.
6. **Third-Party Content:** Some functionalities of GENiE may integrate third-party data or services. Gen Financial Inc. does not guarantee the accuracy or reliability of such third-party contributions and is not liable for any errors or omissions arising from their use.

External Links

Vantar and its Third-Party Providers may include links to external websites or resources. Since Vantar and its Third-Party Providers do not control these sites or resources, you acknowledge and agree that they are not responsible for their availability. Vantar and the Third-Party Providers do not endorse, and are not liable for, any content, advertising, products, or other materials on or available through these external sites or resources. You further acknowledge and agree that Vantar and its Third-Party Providers are not responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by your use of or reliance on any content, goods, or services available through these external sites or resources.

Electronic Signature and Delivery Consent (E-SIGN / UETA)

This disclosure and consent is provided in compliance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq. (the “E-SIGN Act”), and the Uniform Electronic Transactions Act as adopted by the applicable states. By using the Site, you agree to these Terms in their entirety.

Agreements governing specific transactions and activities on the Site are typically entered into via electronic signature, evidenced by your selecting an “Accept” button or confirming through another form of electronic communication (an “Electronic Signature”). You agree that your Electronic Signature is the legal equivalent of your manual, handwritten signature, and that no certification authority or other third-party verification is necessary to validate it or affect its enforceability. You have the right to withdraw your consent to receive electronic signatures and disclosures at any time by sending a written request to hello@vantar.co. If you withdraw consent, Vantar reserves the right to discontinue your access to the Site, terminate any agreements with you, and/or charge additional fees for paper copies. If you would like a paper copy of an electronic signature, you may request one within one hundred eighty (180) days of the signature by contacting Vantar as described above; Vantar will send it by U.S. mail to the current address on file for you, and may charge a paper communications fee at its then-current rate.

Consent to Electronic Delivery. As a user of the Site, you agree to receive, obtain, and/or submit documents and information electronically (“Electronic Communications”), including required notices, disclosures, and agreements relating to your activities on the Site. You accept Electronic Communications delivered by email as reasonable and proper notice, and agree that they satisfy any requirement that communications be provided in writing or in a form you may keep. You are responsible for keeping your primary email address on file with Vantar up to date; if an Electronic Communication is not received because the email on file is incorrect, out of date, blocked by your service provider, or otherwise undeliverable, Vantar will still be deemed to have provided it to you.

To access and retain required information, you will need: a personal computer or other device capable of accessing the internet, with a current operating system; a current web browser; an email account with an internet service provider; and, for PDF documents, PDF reader software. These technical requirements are subject to change; if they change in a way that affects your ability to receive notices and disclosures, you will be asked to reconfirm your consent.

Section 326 of the USA PATRIOT Act — Customer Identification Program. To help the 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. When you open an account with Vantar, we will ask for your name, address, date of birth, and other information that allows us to identify you, and we may ask to see your driver's license or other identifying documents.

Additional Policies

Your access to and use of the Content and the Service are also subject to Vantar's applicable policies, including the Vantar Privacy Policy available on the Service. By using the Service, you agree to comply with these policies and any other policies Vantar has in place for accessing and using the Content and Service. Your use of the Service indicates your consent for Vantar to process and transfer your personal data as needed. As part of delivering the Service, Vantar may send you necessary communications, such as service updates and administrative messages, which may not have opt-out options.

Indemnification

You agree to indemnify and hold harmless Vantar and its Third-Party Providers, along with their officers, directors, agents, partners, employees, licensors, distributors, and representatives, from any and all claims, demands, actions, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from your access to or use of the Content (including Third-Party Content) or any interactions related to your account *or your breach of these Terms*. This includes, but is not limited to, claims arising from inaccurate, incomplete, or misleading information; libel; invasion of privacy; infringement of copyrights, trade names, trademarks, service marks, or other intellectual property rights; any defective product; or any injury or damage to persons or property resulting from products distributed in connection with the Service; as well as any violations of applicable laws.

Governing Law & Severability

These Terms and Conditions are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Any legal action or proceeding related to these Terms and Conditions must be brought exclusively in the courts of Delaware, and you consent to the personal jurisdiction and venue of those courts. If any provision of these Terms and Conditions is found to be unlawful, void, or

unenforceable, that provision will be considered severable, and will not affect the validity or enforceability of the remaining provisions.

Termination

You acknowledge that Vantar may terminate these Terms and Conditions or suspend your access to the Service or Content at any time, without prior notice and for any reason, effective immediately. These Terms and Conditions will automatically terminate without notice if you fail to comply with any provision, as determined solely by Vantar. Vantar will not be liable to you or any third party for any claims arising from the termination or suspension of the Service or Content. Additionally, Vantar and/or Third-Party Providers may discontinue or modify the Content or any part of it at any time. You agree to release, indemnify, and hold harmless Vantar and the Third-Party Providers from any loss or damages resulting from such discontinuation or modification.