



## Terms and Conditions of Use

### 1. Introduction

Building Benjamins, which is an automated investment advisor available online and through mobile applications, is service offering of Tradition Capital Management, LLC , an SEC Registered Investment Advisor.

#### 1.1 Purpose

We offer an automated investment service. Should you choose to become our Client, we will manage a diversified investment portfolio suited to your needs.

When you use our website and mobile applications you enter into a series of legally binding agreements which may be amended from time to time in the future. This includes Our Privacy Policy which covers how we collect, use, share and store your personal information. Please read this agreement and our Privacy statement carefully.

#### 1.2 Agreement

When you access our website at [www.BuildingBenjamins.com](http://www.BuildingBenjamins.com) and/or our mobile applications ("our website" (which includes our blog), "our app" or "Building Benjamins") as a User, you're agreeing to be bound by the following Terms of Use, and, if you've elected to become a Client, our Client Agreement. Please therefore take the time to read the following binding Terms of Use below.

For the purpose of this agreement a User is an individual who uses our website or mobile application to evaluate our service, or for educational purposes and a Client is an individual who signs our Client Agreement that entitles the Client to have her or his investment portfolio managed by Building Benjamins. This Agreement, as well as the Privacy Policy applies to both Users and Clients.

If you elect to become a Client, you will be subject to these Terms of Use, our Client Agreement, our Privacy Policy and any additional terms to which you agree when you create and fund an investment account.

To the extent you desire financial planning-related services, the specific nature of the services required shall be set forth in a separate written Financial Planning Agreement between that Adviser and you, for which that financial planning Adviser shall be paid a separate and additional fee. Financial planning services may be provided directly by the Building Benjamin's investment manager, Tradition Capital Management, LLC. You further acknowledge that the Adviser is not a tax advisor and you should obtain independent advice on the tax consequences of your investments.

### 2. Obligations

You must be 18 or older to access our website or mobile applications.

## 2.1 Eligibility

Building Benjamins is intended solely for individuals who are 18 or older. Any access to or use of Building Benjamins by anyone under 18 is unauthorized, unlicensed, and in violation of these Terms of Use. By accessing or using Building Benjamins, you represent and warrant that you are 18 or older.

You will keep your user name and password a secret.

You will not share your account with anyone else.

## 2.2 Your Access

In order to access certain features of Building Benjamins, you must register to create an account ("User Account"). When you register, you will be asked to choose a password, which you will be required to use to access your User Account. Building Benjamins has physical, electronic and procedural safeguards that comply with federal standards to guard Users' and Clients' non-public personal information (see Privacy Policy).

You are responsible for safeguarding your password and other User Account information. You agree not to disclose your password to any third party and you will notify Building Benjamins immediately if your password is lost or stolen or if you suspect any unauthorized use of your User Account. As a User, you agree that you shall be solely responsible for any activities or actions under your User Account, whether or not you have authorized such activities or actions.

You agree that the information you provide to us on account registration through our website or mobile applications will be true, accurate, current, and complete. We cannot be held responsible for managing your Assets based on inaccurate information. We are not required to verify the accuracy of such information.

We may send you communications that you are required to read. You may customize them according to your preferences.

## 2.3 Alerts, Notifications and Service Communications

By creating a User Account, you automatically sign up for various types of alerts via e-mail and mobile notification. When logged in, you may customize, modify and in some cases deactivate alerts by adjusting the settings accordingly.

We never include your password in these communications, but we may include your name, or email address and information about your portfolio(s) if you are a Client. Anyone with access to your e-mail or mobile device will be able to view these alerts.

You may unsubscribe from marketing oriented emails at any time.

## 3. Disclaimer and Limit of Liability

Building Benjamins cannot be held responsible for any financial insights or recommendations provided to Users.

### 3.1 For a User who is not a Client

You understand and acknowledge that the investment results you could obtain from investment information and financial insights provided by Building Benjamins cannot be guaranteed and that Building Benjamins cannot be held responsible. All investments entail a risk of loss and that you may lose money. Investment management services may be offered to individuals who become clients, at the sole discretion of Building Benjamins. Your election to engage our investment management services are subject to your explicit enrollment and acceptance of the separate Client Agreement and related fee schedule.

You agree and understand that your use of Building Benjamins is for educational purposes only and is not intended to provide legal, tax or financial planning advice. You agree as a User that you are responsible for your own investment research and investment decisions, that Building Benjamins is only one of many tools you may use as part of a comprehensive investment education process, that you should not and will not rely on Building Benjamins as the primary basis of your investment decisions and, except as otherwise provided for herein, Building Benjamins will not be liable for decisions/actions you take or authorize third parties to take on your behalf based on information you receive as a User of Building Benjamins or information you otherwise see on our website.

### 3.2 Disclaimer Warranties

Your use of Building Benjamins, and the personal information you provide is at your sole discretion and risk. Building Benjamins and all materials, information, products and services included therein, are provided on an AS IS and AS AVAILABLE basis without warranties of any kind from Building Benjamins.

BUILDING BENJAMINS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO BUILDING BENJAMINS, CONTENT AND/OR USER INFORMATION, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. BUILDING BENJAMINS DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED:

- REGARDING THE AVAILABILITY, SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF BUILDING BENJAMINS, CONTENT AND/OR USER INFORMATION;
- THAT BUILDING BENJAMINS WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED;
- THAT BUILDING BENJAMINS WILL BE FREE FROM ELECTRONIC VIRUSES; OR
- REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY BUILDING BENJAMINS INCLUDING BUT NOT LIMITED TO INFORMATION OBTAINED THROUGH SOCIAL MEDIA.

No advice or information, whether oral or written, obtained by you from Building Benjamins, shall create any warranty not expressly stated in this Agreement. If you choose to rely on such information, you do so solely at your own risk.

Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

### 3.3 Limitation of Liability

IN NO EVENT SHALL BUILDING BENJAMINS OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF BUILDING BENJAMINS, CONTENT AND/OR USER INFORMATION, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH BUILDING BENJAMINS OR FOR ANY INVESTMENT DECISIONS MADE ON THE BASIS OF SUCH INFORMATION, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT BUILDING BENJAMINS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL BUILDING BENJAMINS'S CUMULATIVE LIABILITY TO YOU EXCEED U.S. \$100.

### 4. Termination

Each of us can end this agreement at any time.

You may request termination of your User Account at any time and for any reason by sending an email to [support@buildingbenjamins.com](mailto:support@buildingbenjamins.com).

This Agreement will continue indefinitely until terminated. This Agreement may be terminated at any time upon receipt of a 30 day advance notice, either written or by verified email receipt, to terminate given by either party to the other. In addition, your withdrawal of all of the Assets under this Agreement will automatically terminate this Agreement. If you wish to transfer out your holdings, please be aware that certain funds may not be able to be transferred in-kind to all custodians. Departing clients have the following options:

- If your new custodian will hold all your investments then you may transfer them out immediately in full.
- You may also request that we liquidate your investments for you. This will be done at the first available opportunity – which may vary by fund. Most are able to be sold on any day the market is open, but others are only able to be sold via a tender offer process during a specified redemption window. The frequency of a redemption window varies by fund but is typically no less often than quarterly, subject to gate provisions as described in the fund’s prospectus. In the event that not all holdings are able to be sold immediately, the assets that do remain in the account will continue to be billed at the regular rates until they (or the proceeds from their sale) are transferred out of the account.

Termination of this Agreement will not affect (a) the validity of any action previously taken under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) your obligation to pay us the Fee that we have already earned under this Agreement. Upon the termination of this Agreement, we will not have a continuing obligation to take any action.

We may terminate or suspend your access to Building Benjamins, in our sole discretion, at any time for any reason without notice to you. Further, if we believe, in our sole discretion, that a violation of these Terms of Use has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms of Use. We may seek to gather information from a user who is suspected of violating these Terms of Use (or from any other user) and you agree to provide us with such information. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing, or otherwise making available any User information, emails, or other materials that are believed to violate these Terms of Use.

Any suspension, termination, or cancellation shall not affect your obligations to Building Benjamins under these Terms of Use (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

## 5. Dispute Resolution

### 5.1. Governing Law, Venue and Jurisdiction

This Agreement and any dispute, disagreement, or issue of construction or interpretation whether relating to its execution, its validity, the obligations provided herein, or performance will be governed by the internal laws of the State of New Jersey (the “Governing Jurisdiction”) without regard to choice of law considerations.

Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement will be brought and determined in the appropriate federal or state court in the Governing Jurisdiction and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement.

### 5.2 Arbitration

To the extent permitted by law, any controversy, dispute or claim arising out of or relating to this Agreement will be submitted to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The arbitration hearing will

be held in or near Summit, NJ. The prevailing party will be entitled to reasonable attorneys' fees, costs and expenses.

This agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

### 5.3 Miscellaneous

This Agreement and the Terms of Use constitute the entire agreement between you and us concerning the use of the Website and the services we provide to you.

No failure by us to exercise any right, power, or privilege will operate as a waiver thereof. No waiver of any breach of this Agreement by you will be deemed to be a waiver of any subsequent breach.

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement will be considered divisible as to such provision and such provision will be inoperative in such state or jurisdiction. The remaining provisions of this Agreement will be valid and binding and of full force and effect as though such provision was not included.

## 6. Building Benjamins "Dos" and "Don'ts"

Building Benjamins grants you a license to use our website and mobile applications so long as you comply with all our rules.

### 6.1 Dos

You agree you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us, whether reported directly or through a third party who you authorize, and keep it updated;
- Use the services solely for your personal, non-commercial use;
- Use your real name on your profile and keep your password confidential;
- Use the Services in a professional manner

### 6.2 Don'ts

You agree you won't:

- Circumvent, disable, or otherwise interfere with security-related features of Building Benjamins or features that prevent or restrict use or copying of any content or User information;
- Upload, email, transmit, provide, or otherwise make available:
  - any User information which you do not have the lawful right to use, copy, transmit, display, or make available (including any User information that would violate any confidentiality or fiduciary obligations that you might have with respect to the User information); or
  - any User information that infringes the intellectual property rights of, or violates the privacy rights of, any third-party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, moral right, or right of publicity); or
  - unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; or
  - any personal information that is unlawful, obscene, harmful, threatening, harassing, defamatory, or hateful, or that contain objects or symbols of hate, invade the privacy of any third-party, contain nudity, are deceptive, threatening, abusive, inciting of unlawful action, or are otherwise objectionable in the sole discretion of Building Benjamins; or

- any personal information that contains software viruses or any other computer code, files, or programs designed to (i) interrupt, destroy, or limit the functionality of any computer software; or (ii) interfere with the access of any user, host or network, including without limitation overloading, flooding, spamming, mail-bombing, or sending a virus to Building Benjamins; or
- any personal information that includes code that is hidden or otherwise surreptitiously contained within the User information;
- Use any meta tags or other hidden text or metadata utilizing a Building Benjamins 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 Building Benjamins to send altered, deceptive, or false source-identifying information;
- Interfere with or disrupt (or attempt to interfere with or disrupt) any Building Benjamins web page, server, or network, or the technical delivery systems of Building Benjamins' providers, or disobey any requirements, procedures, policies, or regulations of networks connected to Building Benjamins.
- Attempt to probe, scan, or test the vulnerability of any Building Benjamins system or network or breach or impair or circumvent any security or authentication measures protecting Building Benjamins;
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide Building Benjamins;
- Attempt to access, search, or meta-search Building Benjamins or content thereon with any engine, software, tool, agent, device, or mechanism other than software and/or search agents provided by Building Benjamins or other generally available third-party web browsers, including without limitation any software that sends queries to Building Benjamins to determine how a website or web page ranks;
- Violate the terms of service or any other rule or agreement applicable to you or Building Benjamins' inclusion in, reference to, or relationship with any third party or third-party site or service, or your use of any such third-party site or service;
- Collect or store personal information about other users without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering, or commit fraud;
- Solicit any User for any investment or other commercial or promotional transaction;
- Violate any applicable law, regulation, or ordinance;
- Scrape or copy information through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- Use, launch, or permit to be used any automated system, including without limitation "robots," "crawlers," or "spiders"; or
- Copy or use the information, content or data on Building Benjamins in connection with a competitive service (as determined by Building Benjamins);
- Monitor Building Benjamins' availability, performance or functionality for any competitive purposes
- Use Building Benjamins or content thereon in any manner not permitted by these Terms of Use
- Copyrighted Materials: No Unauthorized Use. If you become aware of misuse of Building Benjamins or content thereon by any person, please contact Building Benjamins to report any abuse. Building Benjamins has adopted and implemented a policy that provides for the termination of Accounts of users who infringe the rights of copyright holders.

## 7. General Terms

### Some other important details about the Agreement

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement will be considered divisible as to such provision and such provision will be inoperative in such state or jurisdiction. The remaining provisions of this Agreement will be valid and binding and of full force and effect as though such provision was not included.

Neither party may assign this Agreement without the consent of the other party. Transactions that do not result in a change of actual control or management will not be considered an assignment. Notwithstanding this assignment prohibition, we reserve the right to assign this contract and the management of assets, in our full discretion, directly to Tradition Capital Management, LLC.

We reserve the right to change this Agreement by posting a revised Terms of Use and we agree that changes cannot be retroactive. If you don't agree with these changes, you must stop using Building Benjamins.

You agree the only way to provide us legal notice is at the address provided in Section 9.5.

## 8. International Use

Building Benjamins is only for use in the United States

8.1 Building Benjamins is only available for use in the United States. We make no representation that Building Benjamins is appropriate or available for use outside the United States. Similarly, we make no representations that accessing Building Benjamins from locations outside the United States is legal or permissible by local law. If you access Building Benjamins from areas outside of the United States, you do so at your own risk and are yourself responsible for compliance with local laws.

## 9. Miscellaneous

### 9.1 Indemnification

You agree to use our services according to this Agreement and the Terms of Use, which govern access to and use of the Website and are available at [www.BuildingBenjamins.com](http://www.BuildingBenjamins.com). You will defend, indemnify and hold us and our Affiliates harmless from all obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and expenses, including but not limited to attorneys' fees, expenses, and court costs, paid, suffered, incurred or sustained by us or our Affiliates arising out of or in connection with any misrepresentations or omissions made by you in this Agreement, any inaccuracies in the information that you provide to us, your failure to comply with the terms of this Agreement and or Terms of Use, or any instructions that you provide to us in connection with your Assets.

### 9.2 Non-Exclusivity

You understand and agree that we act as an investment adviser for Clients and will continue to do so. We may render investment advice to others. We and our Affiliates may take the same or similar positions in specific investments for our other clients' and our own accounts, as we do for you. We have no obligation to purchase or sell, or to recommend for purchase or sale, any security which we or our Affiliates may purchase or sell for our other clients' and our own accounts.

### 9.3 Communication

Any required notice or other communication given to you or us in connection with this Agreement must be made through the Website or by email. Our contact information for this purpose is [support@buildingbenjamins.com](mailto:support@buildingbenjamins.com). Your contact information for this purpose is the email address you have provided to us on the Website.

You hereby consent to receiving communications from us through the Website, by email or other similar means of electronic delivery without also receiving paper copies. It is your responsibility to immediately review all communications, including emails, and to advise us of any discrepancies. By sending or receiving sensitive or confidential electronic communications, you accept the risks and possible lack of confidentiality over the Internet. You agree to hold us and our Affiliates, successors and assigns free from any damages related to or arising from the delivery of electronic communications.

#### 9.4 Feedback

Your feedback is welcome and encouraged. You may submit feedback by emailing us at [support@buildingbenjamins.com](mailto:support@buildingbenjamins.com). You agree, however, that (i) by submitting unsolicited ideas to Building Benjamins or any of its employees or representatives, by any medium, including but not limited to email, written, or oral communication, you automatically forfeit your right to any intellectual property rights in such ideas; and (ii) such unsolicited ideas automatically become the property of Building Benjamins. You hereby assign and agree to assign all rights, title, and interest you have in such feedback and ideas to Building Benjamins together with all intellectual property rights therein. In addition, you warrant that all moral rights in any feedback have been waived, and you do hereby waive any such moral rights.

#### 9.5 Questions

This document constitutes Building Benjamins' complete Terms of Use for Building Benjamins and related services.

If you have questions about these Terms of Use or about Building Benjamins or content thereon, please contact Building Benjamins at [support@buildingbenjamins.com](mailto:support@buildingbenjamins.com).

You can also contact Building Benjamins by phone at (908) 333-4733 or via physical mail at:

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