



TERMS OF USE

Overview

These Terms of Use (the “Terms”) govern the use of all websites, web-based, and mobile applications linking to or posting these Terms (each a “Site”) that are operated by Graystream LLC dba Graystream Capital (“Graystream”, “we”, “us”, or “our”), as well as the use of any of the various investment advisory Services that we provide, in whole or in part, through any of our Sites (the “Service”). These Terms apply to any person who accesses or uses the Service or any of our Sites (“you”). These Terms constitute a legally binding agreement between Graystream and you. Please carefully read these Terms, including our Privacy Policy (www.graystreamcapital.com/legal) before you use the Service or access any of our Sites .

Privacy

Your use of our Sites and our Service is subject to Graystream’s Privacy Policy. We collect information about you through our Sites and the use of our Service. Please review our Privacy Policy at www.graystreamcapital.com, which also governs the Site and informs users of our data collection practices. By using the Service or any of our Sites, you consent to the collection, processing and storage of your personal information as described in our Privacy Policy.

Third-Party Sites

Our Sites may contain links to other websites or applications maintained by third parties (each a “External Site”). If you visit any External Site, you may be subject to that External Site’s Terms, privacy policy or other policies, and any applicable local law, including any obligations relating to security, copyright, defamation, decency, secrecy, privacy, or export laws related to access to or use of such External Site and any content therein. All hyperlinks provided on any of our Sites to External Sites are provided “AS IS”, and Graystream does not necessarily agree with, edit, or sponsor the content on such websites. You acknowledge and agree that Graybridge shall not be responsible for any content, products, Services, advertising, information, availability or use of any information or other content offered on any External Site. In no event shall Graystream be directly or indirectly liable to anyone for any losses or damages in connection with the creation or use of any External Site or any information or content accessed through any External Site. We reserve the right to add, modify, remove, or decline, without providing notice, any features or links to any External Site from any of our Sites, or to introduce different features, functionality or links to different users of our Sites.

Terms of the Service

To use the Service, you must set up an account (“Account”) by completing the registration process on our Graystream application, which includes you entering into all of the agreements (each, an “Agreement”). If any provision of an Agreement conflicts with any provision of these Terms, such Agreement shall control. To register to use the Service, you must establish a user ID and password, and provide us with the information requested during the registration process, including without limitation: (1) information about you (such as your first and last name, email address, mailing address, telephone number, date of birth, social security number, country of citizenship, employer name, employment status, and job position), (2) information about your investment preferences (such as your risk tolerance, investment objectives and experience, time horizon, liquidity needs, and the like), and (3) information about your banking relationship. You agree to provide us with accurate and complete information requested in the registration process, and to inform us of any updates to such information on an ongoing basis to keep it accurate and complete. You agree to keep your user ID and password confidential and to not share such information with anybody else. You are solely responsible for any authorized or unauthorized access to or use of your account by any person, and for all fees and charges incurred on or for the Service through your account. You agree to notify us promptly at connect@graystream.com regarding any unauthorized access to or use of your account. You further agree that you will remain liable for any fees and charges incurred for the Service through your account during any period before you notify us of any such unauthorized access to or use of your account.



Investment Advisory

Graystream is an SEC-registered investment adviser and offers its Service primarily through the Site. You agree to check the Site regularly for communications from Graystream and agree to provide and update client information electronically through the Site. Communications through the Site may involve the electronic transmission to any email address you have provided to us of information that you may consider to be personal financial information, and you agree and consent to such transmission of such information. In order to access the Service through your Account, you must enter into an investment advisory agreement with Graystream, a customer agreement with Alpaca Securities LLC (“Alpaca”), an SEC registered broker-dealer that provides brokerage, custody, clearing, and settlement Services to Graystream. These Agreements, along with these Terms, collectively govern your relationship with Graystream with respect to the Service received through the Site. Before you enter into these Terms and Agreements, you agree to thoroughly read the Agreements and the disclosure items in our Form ADV Part 2A found at www.graystreamcapital.com/legal. You understand that signing digital versions of the Agreements has the same legal implications as signing the paper versions. You understand that the Agreements may be modified and agree to check the Site for any such updates. By continuing to use your account on the Site, you agree to all the Terms, as modified from time to time, of these Terms and the Agreements.

Risk Disclosure

INVESTMENT IN ANY OF THE FUNDS AND/OR STRATEGIES DESCRIBED ON THE SITES CARRIES SUBSTANTIAL RISK, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL. THERE IS NO GUARANTEE THAT THE INVESTMENT OBJECTIVES OF THE FUNDS AND/OR STRATEGIES WILL BE ACHIEVED AND RETURNS MAY VARY SIGNIFICANTLY OVER TIME. INVESTMENT IN THE FUNDS AND/OR STRATEGIES DESCRIBED ON THE SITES IS NOT SUITABLE FOR ALL INVESTORS. PAST PERFORMANCE DOES NOT GUARANTEE FUTURE RESULTS. FUND OFFERING DOCUMENTS CONTAIN RISK WARNINGS THAT ARE SPECIFIC TO EACH FUND THAT MAY BE DESCRIBED ON THE SITES. INVESTORS SHOULD ONLY INVEST ONCE THEY HAVE THOROUGHLY REVIEWED THE PROSPECTUS AND KEY INVESTOR INFORMATION OR OTHER OFFERING DOCUMENT AND CAREFULLY CONSIDERED THE RELEVANT INVESTMENT OBJECTIVES, RISKS, CHARGES AND FEES. INVESTORS MAY WISH TO CONSULT AN INDEPENDENT FINANCIAL ADVISOR FOR PERSONAL AND SPECIFIC INVESTMENT ADVICE BEFORE INVESTING.

Electronic Communications

By providing Graystream with your e-mail address, you agree to receive all required notices electronically to that e-mail address. It is your responsibility to update or change the e-mail address registered with Graystream, as appropriate. If you become aware of any unauthorized use of your information, please contact Graystream. Further, by registering with Graystream you are aware and consent that electronic signatures and electronic documents will be used instead of paper documents. You agree and are giving consent to electronic delivery of all communications which includes, but is not limited to, all current and future account statements, trade confirmations, notices, disclosures, regulatory communications (including prospectuses, proxy solicitations and privacy notices) and other information, documents, data and records regarding your account all Services provided by Graystream delivered or provided to you by Graystream. Your consent will be effective immediately and will remain in effect until either Graystream or you revoke it. You understand that it may take up to three days to process a revocation of consent to electronic communications and you may receive electronic notifications in the interim. You may revoke or restrict consent to electronic delivery of Graystream communications at any time by notifying Graystream. You have the right to request paper delivery of any communication that the law requires Graystream to provide in paper form. If you revoke or restrict consent to electronic delivery, Graystream, at its discretion, may charge a Service fee for the delivery of communications that would otherwise be delivered electronically, restrict your account, or close your account and terminate access to Graystream.

User Limitations

You represent, warrant and covenant that you will not, and will not permit any third party to, use any Site or any Content: to conduct or engage in unlawful activities; to violate, any law or regulation; or to violate misappropriate or infringe upon our rights or the rights of any third party, including without limitation, contractual rights, intellectual property rights and privacy rights. You will not impersonate another person. You will not permit any third party to use or introduce into any Site or Content any device, code, software or routine that could damage or interfere with the proper operation of any Site or Content, or damage or interfere with any software, hardware or systems, whether ours or those of any third party. You will not access the Service or any of our Sites with any data extraction, mining, scraping or other data gathering tools, or otherwise collect or scrape any Content from the Service or any of our Sites without our written consent. You will not attempt to decompile, disassemble or otherwise reverse engineer, reconstruct or discover any source code, underlying ideas, algorithms, programming of the software associated with the Service or any of our Sites. We reserve the right to monitor your use of the Sites to provide guidance and assistance in the use of the Sites, and to monitor your compliance with these Terms. You acknowledge, and hereby consent to, such monitoring. We reserve the right to terminate your access to and use of any or all Sites if, in our reasonable belief, you have violated any of the Terms.

Intellectual Property Rights

You are granted a non-exclusive, non-transferable, revocable license to access and use our Sites strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to Graystream that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Graystream or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Graystream content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of Graystream and its owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Graystream or our licensors except as expressly authorized by these Terms.

Indemnification

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ACKNOWLEDGE THAT YOU ARE PERSONALLY RESPONSIBLE FOR YOUR ACTIONS WITH THE SERVICE AND ON ANY OF OUR SITES, AND YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS GRAYSTREAM AND OUR AFFILIATES, AS WELL AS OUR AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, REPRESENTATIVES, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, PENALTIES, FEES, OR EXPENSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) THAT MAY BE INCURRED, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICE, ANY OF OUR SITES, OR THE CONTENT, YOUR VIOLATION OF ANY OF THESE TERMS, OR YOUR VIOLATION OF ANY THIRD PARTY RIGHTS.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis, class arbitrations and class/representative collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE ANDY OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Graystream agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. GRAYSTREAM MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME GRAYSTREAM MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. GRAYSTREAM AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL GRAYSTREAM AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF GRAYSTREAM OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination

Graystream reserves the right, in its sole discretion, to terminate your access to the site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Tennessee, and you hereby consent to the exclusive jurisdiction and venue of courts in Tennessee in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Graystream as a result of this agreement or use of the Site. Graystream's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Graystream's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Graystream with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Graystream with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Graystream with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be written in English.

Changes to Terms

These Terms may be updated or amended by us from time to time without notice to you by our posting a revised version of the Terms on the "Legal" section of our website at www.graystreamcapital.com/legal. Any changes will be effective prospectively as of the date noted when the updated Terms are posted. It is your responsibility to periodically review these Terms in case of any such updates or amendments. If you do not agree to any updates or amendments, you must cease using the Service and our Sites. Notices to you by Graystream may be made via any of the following methods: in-app notifications through our web-based or mobile app, email, or regular mail. We also may provide notices of changes to these Terms or other matters by displaying notices or links to notices to you on our Sites.

Contact Information

We welcome any questions you may have about these Terms, our Privacy Policy, our Sites, or the Service. You can get in touch with us at connect@graystream.com.