TERMS OF USE

1. Acceptance

These Terms of Use ("Terms") are a legal agreement between you as a prospective or current user of Neon's products and services ("you," "your") and Neon Money IA, LLC. ("Neon," "we," "our" or "us") and govern your use of our mobile application (our "App"), our enterprise website located at www.neonmoneyclub.com (our "Website"), and any other products and services we may offer (collectively, the "Services"). By using the Services, you agree to be bound by these Terms. You also agree to be bound by any additional terms and policies, such as those listed below, that relate to the specific products, services, features and promotions that you use ("Additional Terms"), which become part of these Terms. We use information collected in connection with your use of the Services as set forth in our <u>Privacy Policy</u>.

Additional Terms

- <u>Neon Money IA, LLC Member Investment Agreement</u>
- Neon E-Sign Consent

Please read all of these Terms carefully. Section 18 contains a binding arbitration agreement and Section 19 contains a binding class action waiver.

2. Changes

We may change these Terms at any time, in whole or in part, by posting an updated version of the Terms on the Services and/or our Website ("Updated Version"). The Updated Version is effective as of the date it is posted but does not apply retroactively. Your continued use of the Services after the posting of an Updated Version constitutes your acceptance of such terms. Information made available on the Services is subject to change without notice.

3. General Information

Advisory services are provided in connection with the Services by Neon Money IA, LLC., an SECregistered investment advisor, and governed by these Terms and the <u>Neon Money IA, LLC</u> <u>Member Investment Agreement</u>. Neon is not a registered broker-dealer.

Brokerage services are provided in connection with the Services by DriveWealth LLC, an SEC registered broker-dealer, member of FINRA and SIPC ("DriveWealth"), and are governed by DriveWealth's <u>Terms of Use</u> and <u>Customer Account Agreement</u>.

Non-fungible tokens may be offered to Neon members by third party websites and services. Your creation, purchase or sale of any non-fungible tokens will be governed by the terms provided by each third party website or service.

4. Your Neon Money Membership

You are required to create a membership account with Neon in order to access and use our Services (your "Neon Money Membership"). By creating a Neon Money Membership, you agree that you

are responsible for all activity that occurs under your account, including for any actions taken by persons who you give access to your account.

When your Neon Money Membership is successfully created, you will be permitted to login by using your phone number and a security link which will be delivered to you via SMS. It is your responsibility to protect your Neon Money Membership account credentials.

To successfully create your Neon Money Membership, you are required to:

- Submit certain personal information that we will use to verify your identity, including your name, email address, text-enabled mobile phone number, address, date of birth, social security number and government-issued form of identification;
- Link a bank account or other payment method (your "Linked Account"); and
- Authorize us to charge your Linked Account for fees associated with our Services ("Fees"), including our monthly membership Fee.

5. Electronic Communications

You agree to Neon's <u>E-Sign Consent</u> when you use the Services. We may provide disclosures and notices required by law and other information about your Neon Money Membership to you electronically, by posting it on our Website, pushing notifications through the Services, or to the email address provided when you setup your account. Electronic disclosures and notices have the same effect as if we provided paper copies to you. Electronically received communications are considered received by you within 24 hours of the time posted on our Website or within 24 hours after the time pushed or emailed to you. If you wish to withdraw your consent to receiving electronic communications, contact us at support@neonmoneyclub.com. If we are not able to support your request, you may need to stop using the Services.

6. Access to the Services

Neon reserves the right, in its sole discretion, to deny you access to the Services, or any portion of the Services, without notice and without reason. Your access to and use of the Services shall be governed by these Terms, and the provision of any investment advisory and brokerage services shall be governed by the applicable client agreement with respect to such services.

7. Conditions On Use of the Services

By using the Services, you represent and warrant that you are at least eighteen (18) years old and legally able to enter into contracts. The Services are intended solely for use by persons who are at least eighteen (18) years old and any use of the Services by persons under eighteen (18) is unauthorized and in violation of these Terms.

The Services are intended solely for use by persons located in the United States. Neon makes no representation that the Services are available or appropriate for use outside of the United States, or that using the Services outside of the United States is permitted under local law.

You agree that 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. You further agree that you will use the Services solely for your personal, noncommercial use and will not interfere or attempt to interfere with the functioning of the Services.

Access to and use of password protected and/or secure areas of the Services is restricted to authorized users only. Unauthorized persons attempting to access these areas of the Website may be subject to legal action.

You agree that any personal, financial, contact, and other information, documents, or other content that you submit, display or provide while using the Services (your "User Content") is accurate, honest, true, and complete as of the date provided and that you will keep it updated. You also agree that you are responsible for obtaining the technology, such as a computer and Internet connection, needed to use the Services.

You may not submit, post, or transmit through the Services any User Content that:

- is defamatory, unlawful, harassing, abusive, threatening, obscene, hateful, sexist, or racially or ethnically offensive;
- constitutes a breach of any person's privacy, publicity or intellectual property rights;
- violates any statute, regulation or ordinance;
- promotes software or services that deliver unsolicited mail; or
- promotes, encourages, or facilitates activities that risk national security.
- contains any viruses, Trojan horses, worms, cancel bots, time bombs, spyware, or similar computer programming routines;
- is knowingly untrue, inaccurate, or misleading;
- damages or interferes with the operations of the Services or the ability of other users to use the Services.

You agree that you are solely responsible for your User Content and the right to submit it for your use of the Services. You are also solely responsible for any damages resulting from your User Content.

You also agree that you will not:

- Impersonate any person or entity;
- Falsely state or otherwise misrepresent your affiliation with a person or entity;
- Harvest, collect or store information about users of the Services or the User Content posted by others on the Services;
- Use User Content for any purpose inconsistent with the purpose of the Services;
- Use any automated procedure to gather information or data from the Services by means of what is commonly called a "bot" or otherwise;
- Interfere with or disrupt the Services or servers or networks connected to the Services;
- Breach or attempt to breach the security of software, networks, servers, data, computers, or other hardware relating to the Services (or that of any third party that is hosting or interfacing with any part of the Services);
- Duplicate, copy, or otherwise exploit the Services for commercial purposes.

8. Services

When you successfully create your Neon Money Membership you will be able to:

- Invest in securities and non-fungible tokens ("Assets") via our third-party service providers;
- View those Assets and cash balances in our App; and
- Consume custom content, education and other exclusive materials

We also offer premium benefits, content and membership tiers that you may qualify for depending upon your use of our Services. For example, when you sign up for Daily Purchases or make your first Asset purchase through the App, you will gain access to additional benefits including:

- Exclusive events
- Product drops
- Raffles
- Group Neon Money activities

Hidden fees are not our style. All Fees for a particular Service will be fully disclosed to you for your approval when you sign up for that Service. All Fees are payable in USD and are due and payable according to the schedules disclosed and approved by you. Periodic Fees will be due and payable on or about the start date of the applicable Service and will be assessed in advance of the applicable monthly or other period.

All Fees are non-refundable unless otherwise agreed in writing. Your access to the Services may be denied for the non-payment of Fees. A failure to use (or actively use) the Services does not constitute a basis for a refusal to pay Fees. You may cancel your Neon Money Membership or subscription for a particular Service at any time through the App or by notifying us in writing us in writing using the information in Section 23 (Contact Information), after which you will not be charged any further Fees; however, you are still responsible for the payment of all Fees already incurred (including any late fees).

9. Service Details

Payment Authorization

Your Linked Account will initially be used to purchase Assets. When you connect your Linked Account during the Neon Money Membership account setup process, you will be presented with a payment authorization for your approval to grant us permission to:

- Debit funds from your Linked Account to purchase Assets and pay Fees; and
- Credit funds to your Linked Account for sales of Assets, withdrawals from your Accounts, refunds and other purposes.

You may cancel your Payment Authorization or unlink your Linked Account at any time through the App, which will result in the inability to make future Asset purchases and we will settle any pending transactions. Your Neon Money Membership will be restricted from making Asset purchases until you provide a new payment authorization or re-link a Linked Account, as applicable.

Asset Purchases

In accordance with our Terms, you may sign up for automatically recurring daily purchases of our Playlists or Assets (each a "Daily Purchase") through the App. When you participate in Daily Purchases you are authorizing us to instruct DriveWealth (in case of Playlists) to make such Daily Purchases automatically each business day on your behalf at the daily purchase amount specified by you and to debit the purchase price from your Linked Account. Daily Purchases will continue until you notify us to stop Daily Purchases or you reach your Daily Purchase limit. To make sure that your Daily Purchases stop on time, any notice to stop Daily Purchases must be made by 3 pm EST the day before. Daily Purchases of any Assets may be made in the amounts as detailed in the App.

Asset purchases will be made using funds from your Linked Account or promotional credits only. You are solely responsible for maintaining funds in your Linked Account that are necessary to complete any Asset purchases you authorize through the App, and you agree to reimburse any fees, costs, or expenses we or our partners incur as a result of insufficient funds in your Linked Account.

You may be eligible, **in our sole discretion**, to make "Instant Buys," which permits you to make immediate Asset purchases on the date of authorization, before we receive the funds from your Linked Account via ACH transfer or otherwise the next day. We reserve the right to change the amount of Instant buys permitted and to disallow Instant Buys.

Withdrawals

You may sell Assets and request to withdraw the resulting cash into your Linked Account at any time in accordance with these Terms (including any promotional terms) and the terms of any of our third-party service providers. Withdrawals will typically arrive in your Linked Account within three business days.

Limitations

We, or our partners, may impose limits on your use of our Services including, but not limited to, limits on:

- The amount of each deposit or transfer;
- The aggregate balance of your account;
- The amount or number of purchases transactions you may make in a certain period; or
- The amount or number of withdrawals from or to your Linked Account.

We or our partners may change these limits at any time. In addition, we reserve the right to delay or limit transfers to or from your account in our discretion to mitigate the risk to us, our partners, or any third party of fraud, unauthorized transactions, fees, fines, penalties, or other losses, to investigate transactions in your account, or as necessary to comply with applicable law, subpoena, court order, or other governmental or law enforcement request.

Linked Account Validation; Plaid

We validate and link Linked Accounts through our service provider Plaid, Inc. ("Plaid"). When you use a link to go from the Services to Plaid's services or website, during the Linked Account setup process or otherwise, you will be required to agree to Plaid's <u>End User Services Agreement</u> and you further agree to permit Plaid to process data that you provide to us and/or Plaid in accordance with Plaid's <u>Privacy Policy</u>.

10. Services are for Educational Use Only

The publicly available portions of the Services, including information on our Website, are provided solely for educational purposes and are not intended to provide legal, tax, or financial planning advice. In using the publicly available portions of the Services, you agree that you are responsible for your own investment research and decisions, that you will not rely on the Services as the primary basis for your investment decisions, and, except as otherwise provided herein, Neon will not be liable for any actions you take based on information you receive via publicly available portions of the Services.

11. Telephone Consumer Protection Act (TCPA) Disclosure.

The services Neon provides rely heavily on its ability to reach out to you via telephone. This includes calls and text messages. By accepting this Agreement, you agree that Neon, its affiliates and associated entities may contact you via telephone call (live and pre-recorded) or text message from time to time in connection with instances including, but not limited to communicating account changes, extending offers, servicing your account and resolving payment delinquency. You may opt-out of marketing and collections related communications by sending us an email to support@neonmoneyclub.com. Servicing communications may not be opted out of.

12. Warranties & Disclaimers

There are no warranties implied.

Neon Money IA, LLC ("Neon") is a registered investment adviser located in Islamorada, FL. Neon may only transact business in those states in which it is registered, or qualifies for an exemption or exclusion from registration requirements. Neon's web site is limited to the dissemination of general information pertaining to its advisory services, together with access to additional investment-related information, publications, and links. Accordingly, the publication of Neon's web site on the Internet should not be construed by any consumer and/or prospective client as Neon's solicitation to effect, or attempt to effect transactions in securities, or the rendering of personalized investment advice for compensation, over the Internet. Any subsequent, direct communication by Neon with a prospective client shall be conducted by a representative that is either registered or qualifies for an exemption or exclusion from registration in the state where the prospective client resides. For information pertaining to the registration status of Neon, please contact the state securities regulators for those states in which Neon maintains a registration filing. A copy of Neon's current written disclosure statement discussing Neon's business operations,

services, and fees is available at the SEC's investment adviser public information website – www.adviserinfo.sec.gov or from Neon upon written request. Neon does not make any representations or warranties as to the accuracy, timeliness, suitability, completeness, or relevance of any information prepared by any unaffiliated third party, whether linked to Neon's web site or incorporated herein, and takes no responsibility therefor. All such information is provided solely for convenience purposes only and all users thereof should be guided accordingly.

This website and information are provided for guidance and information purposes only. Investments involve risk and unless otherwise stated, are not guaranteed. Be sure to first consult with a qualified financial adviser and/or tax professional before implementing any strategy. This website and information are not intended to provide investment, tax, or legal advice.

13. Investment Tools and Model Predictions

Neon makes no representation regarding the probability that any actual or hypothetical investment in any Assets will in fact achieve a particular outcome or perform in any predictable manner. Any historical return information related to any Assets accessible via the Services does not represent the actual performance of any specific investor's account and may not reflect all factors that could impact such performance for an individual investor. Past performance is not a guarantee of future performance and returns in any period may be far greater or less than those of a previous period. No representation is being made that any Asset will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided. Investing in Assets involves risk and investments made through the Services may lose value.

The return, composite, and performance information shown on the Services uses or includes information compiled from third-party sources, including independent market quotations and index information. Neon does not guarantee the accuracy, completeness, or timeliness of information compiled from such third-party sources.

14. Third Party Content, Links and Services

<u>Third Party Content</u>. Some of the content made available to you through the Services is created by other users and third-party content providers ("Third Party Content"). Neon is not responsible for the accuracy, completeness, or reliability of Third-Party Content and hereby disclaims all liability to the extent that you rely upon Third Party Content. You understand and agree that Neon will not be responsible for, and Neon undertakes no responsibility to monitor or otherwise police Third Party Content. You agree that Neon shall have no obligation and incur no liability to you in connection with Third Party Content. You may find certain Third-Party Content to be outdated, harmful or inaccurate. You rely upon Third Party Content at your own risk.

<u>Links to Third Party Websites</u>. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Neon. Such third-party websites are not governed by the Terms. You access any such third-party website at your own risk. When you use a link to go from our Services to a third-party website, our Privacy Policy is no longer in effect. Your browsing activities and use of a third-party website is subject to such website's own terms, rules and policies. We hereby disclaim any liability for your use of third-party websites that are linked to our Services.

<u>Third Party Services</u>. You may be offered services, products, or promotions provided by third parties not affiliated with Neon ("Third Party Services"). If you decide to use any Third-Party Services, you will be responsible for reviewing and understanding the terms and conditions for such services. We are not responsible or liable for the performance of any Third-Party Services. Further, you agree to resolve any disagreement between you and a third party regarding the terms and conditions of any Third-Party Services with that third party directly in accordance with the terms and conditions of that relationship, and not Neon.

15. Intellectual Property; Feedback

Nothing in these Terms shall be construed as conferring any license to any of our Intellectual Property Rights, or those of a third party, other than for your limited use of the Services in accordance with these Terms. As used in these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction.

You agree that certain content made available to you through the Services is protected by Intellectual Property Rights ("Protected Content"). You agree not to modify, alter, remove, or deface any Protected Content displayed or made available to you through the Services. You agree to only use Protected Content for the limited purpose for which it is made available to you. You also agree not to use the Protected Content in a way that causes or is likely to cause confusion regarding the owner or authorized user of the Protected Content.

You also agree not to defame or disparage Neon or our trademarks or service marks, name, or any aspect of the Services or our business. You agree not to adapt, translate, modify, decompile, disassemble, copy, create derivative works of, or reverse engineer the Services or any software or programs used in connection with the Services.

You may submit feedback, comments, suggestions or ideas about our products and services through the Services ("Feedback"). All Feedback is voluntary and we may use it without any obligation to you.

16. Limited Liability

NEITHER NEON NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE IN ANY WAY FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE, OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THE USE OF THE SERVICES OR A LINKED WEBSITE (INCLUDING BUT NOT LIMITED TO THE DELAY OR INABILITY TO USE THE SERVICES OR A LINKED WEBSITE). THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARE FORESEEABLE OR WHETHER NEON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY

LAW IN THE APPLICABLE JURISDICTION. IN NO EVENT SHALL NEON'S CUMULATIVE LIABILITY TO YOU EXCEED USD \$100.

17. No Warranties

The Services are provided "as is" without representation or warranty of any kind, express or implied. Without limiting the foregoing, Neon specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Neon does not warrant, represent, or guarantee: that the Services, or any information made available through it, is accurate, reliable, or correct; that the Services will meet your requirements; that the services will be available at any particular time or location, uninterrupted, error-free, without defect or security flaws; that any defects or errors in the Services will be corrected; or that the Services are free of computer viruses or similar contamination or destructive features.

Neon also specifically disclaims any duty to update the information on the Services and it is your responsibility to evaluate the accuracy, reliability, timeliness, and completeness of any information made available on the Services. If you choose to use the Services, or rely on information made available through it, 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.

18. Indemnification

You agree to indemnify, defend, and hold Neon harmless from any liability, loss, claim and expense, including attorney's fees, related to your violation of these Terms or use of the Services. Nothing in these Terms shall affect any non-waivable statutory rights that apply to you. Neon reserves the right, at your expense including attorneys' fees, to assume the exclusive defense and control of any matter subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests in assistance of Neon's defense of such matter.

19. Choice of Law

Your use of the Services and these Terms shall be governed by, construed and enforced in accordance with the laws of the State of New York, without giving effect to conflict of laws principles.

20. Dispute Resolution; Agreement to Arbitrate

For any dispute you may have with Neon, we encourage you to contact us to resolve the matter amicably. If we are unable to reach an informal resolution, this section governs any legal disputes between you and Neon related to your use of the Services.

You and Neon (for purposes of this section, "the parties") agree that any claim or controversy arising out of or relating to these Terms, the breach thereof or your use of the Services ("Claim") shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). The award rendered by the arbitrator shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. Judgment on the award shall be final and non-appealable. Claims shall be heard by a single arbitrator. The arbitrator shall

be selected in mutual agreement by the parties, or appointed in accordance with the Commercial Rules.

You and Neon agree that the arbitration shall apply the substantive laws of New York to all state law claims, that limited discovery shall be permitted, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by statute to be an available remedy for any of the specific claims asserted. In accordance with the Commercial Rules, the award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each Claim. The award need not include or be accompanied by any findings of fact, conclusions of law, or other written explanations of the reasons for the award.

You understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. You acknowledge that you are waiving your right to a jury trial. Judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction and the parties hereto and their respective representatives hereby submit to the jurisdiction of any such court for the purpose of such arbitration and the entering of such judgment.

Federal and state statutes of limitation, repose, and/or other rules, laws, or regulations impose time limits for bringing claims in federal and state court actions and proceedings. The parties agree that all federal or state statutes of limitation, repose, and/or other rules, laws, or regulations imposing time limits that would apply in federal or state court, apply to any Claim, and such time limits are hereby incorporated by reference. Therefore, to the extent that a Claim would be barred by a statute of limitation, repose or other time limit, if brought in a federal or state court action or proceeding, the parties agree that such Claim shall be barred in arbitration.

Any costs, attorneys' fees or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of said award.

You agree to the following additional provisions regardless of your place of residence at the time a Claim arises:

- Any arbitration hearing will be held in the State of New York, County of New York;
- You agree to the personal jurisdiction of the courts located in the State of New York, County of New York to interpret and enforce the arbitration provisions described in these Terms; and
- All arbitrations will be held in English, unless otherwise agreed to by the parties.

You agree that this agreement to arbitrate is binding on you, your heirs, administrators, representatives, executors, successors and assigns.

21. Class Action Waiver

ANY ARBITRATION UNDER THESE TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST NEON.

22. Waiver and Severability

None of the provisions of these Terms may be waived unless expressly agreed to in writing by both parties. The failure of Neon to exercise its rights or to require full performance of any part of these Terms will not affect Neon's rights at a later time to exercise or enforce the same. If any provision in these Terms is determined to be wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent it is legal and valid and the validity, legality and enforceability of all other provisions shall in no way be affected or impaired thereby.

23. Termination

You may terminate your Neon Money Membership through the app or by notifying us in writing using the information in Section 23 (Contact Information) below. We may terminate your use of the Services without notice, and without liability to you or any third party, if we have reason to believe that you have violated these Terms. If your use of the Services is terminated, you will still remain liable for any Fees and obligations you have incurred in connection with using the Services. We have the right to bar you from accessing the Services without liability to you or any third party.

24. Assignment

You may not assign these Terms (by operation of law or otherwise) without the prior written consent of Neon, and any prohibited assignment will be null and void. Neon may assign these Terms or any rights hereunder without your consent.

25. Contact Information

If you have any questions about these Terms, please feel free to contact us at support@neonmoneyclub.com

Neon E-Sign Consent

Last updated: January 2024

• Consent to E-Delivery of Communications and Use of E-Signatures

You consent to receive communications from us in connection with the Services, including by email, text messages, and calls to the email address and/or cellular telephone number you may provide to us when you create your Neon Money Membership account. You also consent to receive push notifications from us. All such communications may include, but are not limited to, requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Services. Calls and text messages may be generated by automatic telephone dialing systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.

We may also use electronic signatures and obtain them from you.

System Requirements

To access and retain electronic Communications, you will need:

- A mobile device with a valid US phone number and the current version of the iOS or Android operating system that supports downloading, text messaging and applications from the Apple App Store or Google Play Store.
- The current version of our app.
- A printer or the ability to download and save information to your mobile device.
- Access to the email address used to create your Neon Money Membership.

Paper Delivery of Communications

You have the right to receive Communications in paper form. To request a paper copy of any Communication, please contact us at support@neonmoneyclub.com. Requesting a paper copy of any Communication will not be treated as withdrawal of your consent to receive electronic Communications.

Monitoring

Authorized employees or agents of Neon may monitor and record all or portions of your telephone calls and other communications with Neon for quality control, customer service, employee training, security, legal, compliance and other lawful purposes. You hereby consent to such recording; such consent is ongoing and need not be confirmed prior to, or during, such monitoring or recording, except to the extent applicable law requires otherwise.

Consent to Use of Wireless Information

You authorize your wireless carrier to use or disclose information about your Neon Money Membership and your wireless device, if available, to Neon or its service provider for the duration of your use of the Services, solely to help Neon or its service provider identify you or your wireless device and to prevent fraud. Please see our <u>Privacy Policy</u> to learn how we collect and use information about you.

Withdrawal of Consent to E-Communications; Opting Out of Promotional Communications

You may withdraw your consent to receive electronic communications at any time, by contacting us at support@neonmoneyclub.com. However, withdrawal of your consent to receive electronic communications may result in termination of your access to the Services. Any withdrawal of your consent will be effective after a reasonable period of time for us to process your request, and we will confirm your withdrawal of consent and its effective date in writing.

You may opt out of receiving promotional email communications we send to you by following the unsubscribe options in such emails. You may opt out of any phone calls by informing the caller that you would not like to receive future promotional calls. You may opt out of text messages from Neon by replying STOP to any such message. You acknowledge that opting out of receiving non-promotional email communications may impact your use of the Services.

Updating Your Email Address

You agree to maintain a valid email address and promptly notify us of any changes to your email address. You can change your email address in your member profile in our app or by contacting us at support@neonmoneyclub.com.

Disclaimers for Website and Services:

Advisory Services are provided by Neon Money IA, LLC ("Neon"), an investment adviser registered with the U.S. Securities and Exchange Commission ("SEC"). Additional information about Neon, including its Client Relationship Summary and its firm Brochure, is available, free of charge, through the SEC's Investment Adviser Public Disclosure database, available at <u>www.adviserinfo.sec.gov</u>. Although Neon is a registered investment adviser, registration does not imply a certain level of skill or training.

Brokerage services are provided to clients of Neon by DriveWealth LLC, an SEC registered broker-dealer, member of FINRA and SIPC.

Non-fungible tokens may be offered by Neon via various partner platforms and websites

Investing in securities involves risks, including the risk that you may lose some or all of your money when you invest in securities. Neon does not guarantee profits or protection from losses, and investments in securities are not FDIC insured. Before investing, consider your investment objectives, risk tolerance, and Neon's charges and expenses. Neon's internet-based advisory services are designed to assist clients in achieving discrete financial goals. They are not, however, intended to provide comprehensive tax advice or financial planning with respect to a person's specific financial situation. Past performance does not guarantee future results. Historical returns, expected returns, and probability projections are provided for informational and illustrative purposes, and may not reflect actual future performance.

By using this website, you understand the information being presented is provided for informational purposes only and agree to our Terms of Use and Privacy Policy. Neon relies on information from various sources it believes to be reliable, but it cannot guarantee the accuracy and completeness of that information. Nothing in this communication should be construed as an offer, recommendation, or solicitation to buy or sell any security.

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