

Effective Date: January 9, 2026

Acceptance of the Terms of Services – Website

This “Terms of Services – Website” is a legally binding Agreement made by and between Plexus Advisory LLC and its affiliates, (“Plexus,” “we,” “our,” or the “Company”), and you, personally and, if applicable, on behalf of the entity for whom You are using this website (collectively, “You”, “Your”, “Yours”). It governs Your access to and use on www.PlexusAdvisory.com, or any other website owned, operated, licensed, or controlled by Plexus (the “website”), and any associated software, website, web widgets, feeds, and applications for third-party websites and services, and other mobile or web services or applications owned, controlled, or offered by Plexus (collectively with the website, the “Services”).

BY ACCESSING OR USING ANY PART OF THE SERVICES, INCLUDING LINKING TO THE WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS “TERMS OF SERVICES – WEBSITE.” IF THERE ARE ADDITIONAL POSTED GUIDELINES OR POLICIES APPLICABLE TO THE SERVICES OR WEBSITE (INCLUDING THE PRIVACY POLICY), YOU ARE REQUIRED TO FOLLOW THOSE AS WELL, AND SUCH POLICIES AND GUIDELINES ARE INCORPORATED BY REFERENCE INTO THIS “TERMS OF SERVICES – WEBSITE” (“TOS-W”) AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE “TOS-W,” AND TO FOLLOW ALL APPLICABLE LAWS, GUIDELINES, AND POLICIES, PLEASE REFRAIN FROM ACCESSING OR USING THE COMPANY’S SERVICES AND PLEASE LEAVE THE WEBSITE IMMEDIATELY.

PLEXUS RESERVES THE RIGHT TO MAKE CHANGES TO THIS “TOS-W” AT ANY TIME. YOUR CONTINUED USE OF THE SERVICES CONSTITUTES ASSENT TO ANY NEW OR MODIFIED PROVISION OF THIS “TERMS OF SERVICES – WEBSITE” (“TOS-W”) THAT MAY BE POSTED ON PLEXUS’ WEBSITE. WE WILL POST THE “AMENDED TERMS OF SERVICES – WEBSITE” ON THIS HOME PAGE, AND SHALL INDICATE AT THE TOP OF THE PAGE THE DATE THAT THE AMENDED “TOS-W” AGREEMENT WAS LAST REVISED.

I. Eligibility

You must be at least 18 years old to download and use the Services, or, if You are not at least 18, You must be at least 13 years old and may download and/or use the Services only in conjunction with, and under the supervision of, Your parent or guardian. If You do not qualify for this Age Eligibility Requirement, then You may not visit the website or download or use the Services.

II. Use of the Company’s Software Generally

You must comply with all of the Terms and Conditions of this “Terms of Services – Website” Agreement, any policies referred to below or on the Company’s website, as well as comply with all applicable laws, regulations, and rules when You use the website. Subject to the terms and conditions of this “Terms of Services - Website,” You are hereby granted a limited, revocable, non-exclusive right to use the Services and the Content and materials on the website in the normal course of Your use of the website.

III. Restrictions

Except as expressly authorized herein, You agree to the following restrictions:

- (A) You may not use, reuse, copy, modify, translate, publicly perform or display, transmit, publish, edit, adapt, reproduce, or transfer the right to use the Services except as expressly provided in this “Terms of Services – Website”;
- (B) You must retain all copyright and other proprietary notices on downloaded and/or copied material. Any copy of material from the Services You make and distribute for any purpose must also include, and abide by, these Rules as contained in paragraph III herein;
- (C) You may not distribute, sell, resell, sublicense, rent, lease, share, or lend the Services without the written consent of Plexus or any third party Plexus deems necessary;
- (D) You may not reverse engineer, reverse compile, disassemble, or otherwise attempt to discover the source code of the Services or create derivative works based on the Services.
- (E) Plexus reserves the right to decline publication of user comments and corporate sponsorships.
- (F) You agree that You shall only use the Services in a manner that complies with all applicable laws in the jurisdiction in which You use the Services, including, but not limited to, applicable restrictions concerning privacy, copyright and other intellectual property rights.
- (G) You agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy, usurp, modify or limit the functionality of the Services or any computer software, hardware, telecommunications equipment or other equipment or devices associated with the Services. You also agree not to interfere with the servers, networks or other devices or equipment connected to or used in connection with the Services or to violate any of the procedures, policies or regulations of such networks, devices or equipment, or of any Services providers associated with or connected to the Services.
- (H) We do not promote, recommend or condone use of the Services during other activities, such as the operation of machinery, where there is any risk of accident. You agree not to use the Services during such activities.

IV. Mobile

Plexus may make the Services accessible on certain mobile devices. Please be aware that Your carrier’s normal rates and fees, such as text messaging and data fees, may apply.

V. Privacy Policy

The Services may store and provide Plexus’ data about Your interactions with our Services, including, without limitation, data related to the content accessed while You are using the Company’s Services. Such information will be used only for the purposes of operating, providing, and improving the Services and marketing the Services, but only to the extent such information is aggregated and

anonymized. Such information is subject to the terms of our Privacy Policy, which is incorporated by reference into this “Terms of Services – Website” Agreement.

VI. Electronic Communications

By downloading and/or using the Services, You consent to receiving electronic communications and notices from Plexus. You further agree that any notice, agreement, disclosure or other communications that we send to You electronically will satisfy any applicable legal communication requirements, including that such communications be in writing.

VII. Intellectual Property

A. Copyright. All content included on the website and available through the Services, including all logos, designs, graphics, photographic images, text, audio clips, video clips, software, and other files and the selection, arrangement, and organization thereof are the property of Plexus or its suppliers and is protected by U.S. and international copyright laws. All software used on this site is the property of Plexus or its software suppliers. The compilation of the content on this site is the exclusive property of Plexus. Any reproduction, modification, distribution, republication or display of content is strictly prohibited, without written consent from Plexus.

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C. Your Ideas. You may choose to or we may invite You to submit comments, testimonials, feedback, suggestions, ideas, and other submissions about the Services, including without limitation about how to improve the Services or our products. By submitting any idea, You agree that Your disclosure is gratuitous, unsolicited, and without restriction and will not place Plexus under any fiduciary or other obligation, that we are free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to You. You acknowledge that, by acceptance of Your submission, Plexus does not waive any rights to use similar or related ideas previously known to Plexus, or developed by its employees, or obtained from sources other than You. Such disclosure, submission or offer of any ideas shall, and hereby does, constitute a perpetual, royalty-free, worldwide, irrevocable license to us of all right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the ideas and a waiver of any claim based

on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory. You should not submit any ideas to us if You do not wish to license such rights to us. We are and will be under no obligation: (i) to maintain any ideas in confidence; (ii) to pay to You or any third party any compensation for any ideas; or (iii) to respond to any ideas. You are and shall remain solely responsible for the content of any ideas You make.

D. *Linking and Framing.* You may not frame, inline link, or similarly display any Plexus content or property, including, without limitation, the website.

E. Notice and Take Down Procedures and Copyright Agent

We respect the intellectual property rights of others and expects its users to do the same. We may remove content that in its sole discretion appears to infringe the intellectual property rights of others. In addition, Plexus will, in its discretion, terminate the accounts of users who infringe the intellectual property rights of others. the following information:

1. Identification of the copyrighted work that You believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
2. Identification of the material that You believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
3. Your name, address, telephone number and email address.
4. A statement that You have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
5. A statement that the information that You have supplied is accurate, and indicating that “under penalty of perjury,” You are the copyright owner or are authorized to act on the copyright owner’s behalf.
6. A signature or the electronic equivalent from the copyright holder or authorized representative.

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of subscribers and account holders who are repeat infringers.

F. Advertising/Third Party Offers

In connection with Your use of the Services, the Services may contain links to third party web sites, advertisements, or programs that are not controlled by or affiliated with Plexus. Plexus is not responsible for the content, offers or privacy policies of such third party advertising, sites and programs. Your dealings with third party sites are solely between You and the applicable third party. You expressly release Plexus from any and all liability arising from Your use of any third-party website or Services or third party owned content. We encourage You to be aware of when You leave the website, and to read the terms and conditions and privacy policy of any third-party website or Services that You visit.

G. Representations and Warranties

You represent and warrant to Plexus that: (i) You have the full power and authority to enter into and perform Your obligations under this “Terms of Services - Website;” (ii) Your assent to and performance of Your obligations does not constitute a breach of or conflict with any other agreement or arrangement by which You are bound, or any applicable laws, regulations or rules; (iii) this “Terms of Services – Website” constitutes legal, valid and binding obligations on You, enforceable in accordance with its terms and conditions; (iv) You will not infringe the patent, copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right of any third party in Your use of the website or the Services; and (v) You will comply with all applicable laws, rules and regulations in Your use of the Services and the website, including this “Terms of Services - Website.”

H. Defend, Indemnify, Hold Harmless, and Release

You agree to defend, indemnify, hold harmless and release Plexus, its officers, directors, stockholders, affiliates, and its and their licensors, suppliers and partners, from any claims, losses, damages, liabilities, including attorney’s fees, arising out of: (i) Your use or misuse of the Services, (ii) breach of any part of this Agreement, or (iii) Your violation of any applicable law or the rights of any other person or entity. Plexus reserves the right, at the Company’s own expense, to assume the exclusive defense and control of any matter for which You are required to indemnify us and You agree to cooperate with our defense of these claims.

VIII. Disclaimers, Exclusions, and Limitations

A. DISCLAIMER OF WARRANTIES. PLEXUS PROVIDES THE WEBSITE AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. PLEXUS DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR SERVICES OR THEIR USE (I) WILL BE UNINTERRUPTED OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR REQUIREMENTS, (IV) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE, OR (V) THAT ERRORS WILL BE CORRECTED. PLEXUS MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS “TERMS OF SERVICES – WEBSITE”, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON- INFRINGEMENT. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR WEBSITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

B. EXCLUSION OF DAMAGES. To the maximum extent permitted by applicable law, in no event shall Plexus, its affiliates, associates, dealers, agents or suppliers be liable for any , indirect, exemplary, punitive, special, incidental or consequential damages whatsoever (including but not limited to damages arising from breach of contract, warranty, tort or strict liability for loss of profits, loss of data, loss of goodwill, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or

other loss whatsoever), arising out of or in any way related to the use of or inability to use the website or Services, regardless of the cause of action on which they are based, even if Plexus or such other entities have been advised of the possibility of such damages.

C. LIMITATION OF LIABILITY. IN NO EVENT WILL PLEXUS BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS WEBSITE, USE THEREOF OR RELIANCE ON ANY INFORMATION CONTAINED HEREIN, EVEN IF PLEXUS IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

D. ADDITIONAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR IN OTHER JURISDICTIONS. BECAUSE SOME STATES OR JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, OR LIMITATIONS ON OR EXCLUSIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU DEPENDING ON YOUR STATE OF RESIDENCE.

E. International

The website and Services are controlled and operated from facilities in the United States. Plexus makes no claims that the Software may be lawfully accessed, used or downloaded outside of the United States. Any such use of the Software and/or the materials may not be lawful by certain persons or in certain territories. If You access any of these from outside of the United States, You do so at Your own risk and are responsible for compliance with the laws of whatever jurisdiction You are in at the time.

F. Choice of Law

Your access to and use of this website, and these terms, are governed by and will be construed in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of laws. In the event that any provision of these terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of the remaining provisions. The unenforceable provision will be replaced with an enforceable provision that comes closest to the intention underlying the unenforceable provision.

If any dispute arises regarding this Agreement or the Services, You agree that the dispute will be governed by the laws of the State of New Jersey without regard to its conflict of law provisions. You agree to personal jurisdiction and venue in the state and federal courts in [Hudson County], New Jersey. You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action You may have arising out of, relating to, or connected with Your use of the website or Services, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

G. Changes to the Website or Services

We may modify any of the provisions or rules contained herein, at any time and at our sole discretion, and such rules will become binding when published online. We also may, in our sole discretion, change, modify, suspend, make improvements to or discontinue any aspect of the website or the Services, temporarily or permanently, at any time without notice to You, without any liability. Without limiting the foregoing, if You do not agree with any changes made to the website You may terminate Your account as set forth below.

H. Headings

The heading references herein are for convenience purposes only, do not constitute a part of these Terms of Services – Website, and shall not be deemed to limit or affect any of the provisions hereof.

IX. How to Contact Us

You can contact Plexus by phone at (908) 935-7573, or by email at Lex@plexusadvisory.com.

I have read and understand the above Terms and Conditions (Terms of Services), and accept them as written herein.

Check this box to indicate acceptance of the Terms of Services – Website, as set forth above. []