

COIN Terms of Use

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Terms of Use

Policy Effective Date: 8/1/2018

1.1 Purpose

Our website is operated by John Hancock Personal Financial Services, LLC ("JHPFS", "we" or "us"), an SEC registered investment adviser. JHPFS offers automated investment services. Should you choose to become our Client, we will create one account for you.

The account provides Users with access to professionally managed asset allocation strategies (each, a "Model") managed by JHPFS. JHPFS administers, and provides investment advisory services for, the Account and Apex Clearing Corporation ("Apex") is the custodian and clearing agent for the Account.

Advisory and brokerage services are governed under separate agreements, and not by these Terms of Use.

1.2 Agreement

When you access our website at www.investwithcoin.com ("our website" or "this website") as a User, you're agreeing to be bound by the following Terms of Use and if you've elected to become a Client, you are also bound by our Client Agreement COIN Client Agreement. Please therefore take the time to read the following binding Terms of Use below.

For these Terms of Use, a User is an individual who uses our website to evaluate our services, or for educational purposes and a Client is an individual who signs our Client Agreement that entitles the Client to have his or her Account managed by JHPFS. This Terms of Use, as well as the Privacy Policy: <http://johnhancock.com/privacysecurity.html> applies to both Users and Clients.

The publicly available portions of our website (i.e., the sections of our website that are available to individuals who are not party to a Client Agreement) are provided for educational purposes only and are not intended to provide legal, tax, financial planning or investment advice.

In using the publicly available portions of our website, you agree that you are responsible for your own investment research and decisions, that you will not rely on our website as the primary basis for your investment decisions, and JHPFS will not be liable for any actions you take based on information you receive via the publicly available portions of our website.

If you elect to become a Client, you will be subject to these Terms of Use, our Client Agreement, our Privacy Policy (<http://johnhancock.com/privacysecurity.html>) and any additional terms to which you agree when you create and fund an account.

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

2.2 Your Access

In order to access certain features of our website, 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. JHPFS 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 COIN Support 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 or User Account registration through our website will be true, accurate, current, and complete.

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 Account 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.

3.1 Information Provided to User Not Guaranteed

You understand and acknowledge that JHPFS cannot guarantee any investment results you could obtain from investment information and financial insights it provides prior to you becoming a Client and that JHPFS is not liable for these results. All investments entail a risk of loss and that you may lose money. JHPFS may offer other investment management services to individuals who become Clients at its sole discretion. 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.

3.2 Disclaimer Warranties

Your use of our website, and the personal information you provide is at your sole discretion and risk. Our website 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 JHPFS.

JHPFS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING OUR WEBSITE, THEIR 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. JHPFS DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED:

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

No advice or information you obtain from our website 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 JHPFS 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 OUR WEBSITE, THEIR CONTENT AND/OR USER INFORMATION, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THIS WEBSITE OR FOR ANY INVESTMENT DECISIONS MADE ON THE BASIS OF SUCH INFORMATION, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT JHPFS 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.

You may request termination of your User Account at any time and for any reason by sending an email to support@investwithcoin.com

We may terminate or suspend your access to our website, 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 JHPFS 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.

You agree that these Terms of Use shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under these Terms of Use will be brought exclusively in courts located in Boston, Massachusetts, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

4.1 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;
- Provide accurate and complete information about yourself for your profile and keep your password confidential;
- Use the Services in a professional manner

4.2 Don'ts.

You agree you won't:

- Circumvent, disable, or otherwise interfere with security-related features of our website 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 JHPFS; 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 our website; 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 JHPFS 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 our website to send altered, deceptive, or false source- identifying information;
- Interfere with or disrupt (or attempt to interfere with or disrupt) any JHPFS web page, server, or network, or the technical delivery systems of JHPFS's providers, or disobey any requirements, procedures, policies, or regulations of networks connected to our website.
- Attempt to probe, scan, or test the vulnerability of any JHPFS system or network or breach or impair or circumvent any security or authentication measures protecting our website;
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide our website;
- Attempt to access, search, or meta-search our website or content thereon with any engine, software, tool, agent, device, or mechanism other than software and/or search agents provided by our website or other generally available third- party web browsers, including without limitation any software that sends queries our website to determine how a website or web page ranks;
- Violate these terms of use or any other rule or agreement applicable to you or JHPFS's 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 our website in connection with a competitive service (as determined by JHPFS);
- Monitor our website's availability, performance or functionality for any competitive purposes;
- Use our website 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 our website or content thereon by any person, please contact JHPFS to report any abuse.

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

In the event that any provision in these Terms of Use is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of a party to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision. You may not assign this Agreement (by operation of law or otherwise) without the prior written consent of JHPFS, and any prohibited assignment will be null and void.

JHPFS may assign this Agreement or any rights hereunder without your consent. The relationship of the parties under these Terms of Use is that

of independent contractors, and these Terms of Use will not be construed to imply that either party is the agent, employee, or joint venture of the other.

We reserve the right to change this Agreement, without notice, 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 our website.

You agree the only way to provide us legal notice is at the address provided in Section 5.6.

5.1 Integration & Severability

This Agreement is the entire agreement between you and us with respect to your use our website, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. This Agreement does not govern JHPFS's providing of advisory services to you as a Client. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

5.2 Advice may differ

You understand and agree that we act as an investment adviser for Clients and will continue to do so. We and our personnel may make recommendations and take action for Clients that may differ from the recommendations we give to you or the action we take on your behalf.

In addition, our personnel may take actions for their own accounts based on their own investment situations that differ from the recommendations we give you or actions we take on your behalf.

5.3 Account Aggregation

We provide the opportunity for individuals to link financial accounts to his or her COIN account. Our account aggregation features are provided by a financial account aggregation service provider. By linking your financial accounts to your COIN account, you grant us the right, power and authority to act on your behalf to access and transmit your personal and financial information from the linked account to your COIN account.

We do not retain financial account credentials. In cases where a financial account becomes inaccessible, Clients will be referred to their financial institution for a resolution. We do not guarantee that all of a Client's financial institutions are available for linking or that all accounts held at any institution are available for linking.

5.4 Communication

You agree that these Terms of Use and the rules, restrictions, and policies contained herein, and JHPFS's enforcement thereof, are not intended to confer and do not confer any rights or remedies on any person other than you and JHPFS. These Terms of Use together with the JHPFS Privacy Policy and Client Agreement (if applicable) constitute the entire agreement between JHPFS and you with respect to the subject matter hereof. Any notice or other communication to be given hereunder will be in writing and given by (a) JHPFS via email (in each case to the address that you provide), or (b) you via email to support@investwithcoin.com or to such other addresses as JHPFS may specify in writing. The date of receipt shall be deemed the date on which such notice is transmitted. JHPFS may also archive your communications with JHPFS for regulatory and other purposes.

5.5 Feedback

Your feedback is welcome and encouraged. You may submit feedback by emailing us at support@investwithcoin.com. You agree, however, that (i) by submitting unsolicited ideas to JHPFS 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 JHPFS. You hereby assign and agree to assign all rights, title, and interest you have in such feedback and ideas to JHPFS 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.

5.6 Questions

This document constitutes JHPFS 's complete Terms of Use for our website and related services.

If you have questions about these Terms of Use or about JHPFS or content thereon, please contact JHPFS at support@investwithcoin.com You can also contact JHPFS by phone at 844-365-2468 or via physical mail at:

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