

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY

Definitions

Customer Account Agreement: means your Customer Account Agreement with Apex Clearing Corporation (“Apex Clearing”).

Gift Card: a Stockpile gift card.

Investment Account: an investment account with Stockpile Investments, Inc., member [FINRA/SIPC](#). Investment Accounts are custodied and cleared through Apex Clearing.

Cryptocurrency (Crypto) Account: a cryptocurrency (crypto) account with Bakkt Crypto Solutions LLC.

Account: means an Investment Account and/or a Cryptocurrency (Crypto) Account

Linked Sites: third parties’ websites and content.

Service: the www.stockpile.com website, the Stockpile app, and all its associated websites and services, which includes gift card purchases, redeeming gift cards for stock or crypto, crypto trading through Bakkt Crypto Solutions LLC, and stock trading through Stockpile Investments, Inc.

Stockpile: Stockpile, Inc. and/or its divisions, affiliates and subsidiaries, including Stockpile Investments, Inc. and Stockpile Crypto, LLC.

Terms and Conditions: these terms and conditions of use and all modifications thereto.

Use of the Service

The Service is provided by Stockpile for your personal, non-commercial use, subject to the Terms and Conditions and the additional terms and disclosures that may be published from time to time by Stockpile. By using the Service, you are deemed to have agreed to the Terms and Conditions.

Changes to the Terms and Conditions

Stockpile may change the Terms and Conditions from time to time and at any time, and without actual notice to you. All such changes to these Terms and Conditions will appear on the stockpile.com website or on the Stockpile app. By using the Services after we post any change to the Terms and Conditions, you are deemed to have accepted those changes, whether or not you have reviewed them. If at any time you choose not to accept these Terms and Conditions you should not use the Service.

Changes to the Service

Stockpile reserves the right, without prior notice, to make changes to the Service, to terminate access to the Service, or to take other actions it reasonably believes necessary, including to comply with the law or to protect its rights and your rights. We reserve the right to monitor any and all use of the Service. Any access or attempt to access or use the Service for any unauthorized or illegal purpose is strictly prohibited.

V.17 August 21, 2024

Changes to the Fees and Collection of Recurring (Membership) Fees

Stockpile reserves the right, without prior notice, to make changes to the Fees, including membership fees. Fees can be viewed at <https://www.stockpile.com/fees>.

Stockpile reserves the right to charge fees for debit card funding and gift card purchases with a debit or credit card.

Recurring Fees can be paid through credit or debit card. If there is no preferred payment method established, fees may be deducted from the available cash in your Account. If there is insufficient cash in your Account, Stockpile may sell sufficient securities or crypto in your Account to create available cash that we may apply to pay any current or past due fees owed to Stockpile. Securities will be liquidated from the most recently purchased securities (last in, first out). In the event that the total equity balance in your Stockpile investment account is insufficient to pay for the Membership Fee, the remaining balance in the account will be deducted towards the payment of the Membership Fee for the period for which the payment is due.

Stockpile reserves the right to close any Account with \$0 balance or negative balance. Stockpile reserves the right to charge account inactivity fees.

Electronic Delivery

The electronic copy of any document related to your relationship with Stockpile is considered to be the authentic, complete, and enforceable record of such document. Such electronic document is admissible in a judicial, administrative or arbitration proceeding just as if the document were in printed form. If you have opened an Investment Account, these documents include without limitation the Customer Account Agreement.

By using the Service, you agree to have communications related to your relationship with

Stockpile transmitted to you electronically. If you have opened an Investment Account, these electronic communications include, but are not limited to, statements and confirmations notices, disclosures and regulatory communications (including prospectuses, proxy solicitations and privacy notices). Communications related to your relationship with Stockpile will include communications related to a Crypto Account, if applicable. This consent will remain in effect until you revoke your consent in writing. It may take up to three (3) days to process a revocation of consent.

Your consent also applies to all applicable tax-reporting forms supplied to you, including any applicable federal tax reporting forms, such as 1099-DIVs (for dividends) and 1099-Bs (for proceeds from the sale of shares), for the current tax year and all future tax years. You may withdraw the consent to receive tax-reporting documents electronically by sending a letter to Stockpile Investments 548 Market St. PMB 61216 San Francisco, CA 94104 or email to support@stockpile.com.

You have the right to request paper delivery of any communications that Stockpile is required by law to provide to you in paper form. Stockpile may charge a service fee for the delivery of communications that would otherwise be delivered electronically. Fees can be viewed at <https://www.stockpile.com/fees>. Stockpile may terminate electronic delivery at any time.

All communications provided to you electronically shall be deemed delivered to you when sent, whether actually received or not. You agree that Stockpile fulfills its legal obligation to deliver to you any document if sent via electronic delivery. You are responsible for timely reporting any discrepancies contained in the electronic communications. It is your responsibility to access the electronic communications and promptly review the information contained therein. All information contained therein shall be binding upon you, if you do not object in writing within forty-eight (48) hours after the communication is sent to you.

If you experience any difficulty opening a document electronically delivered by us, you must promptly notify Stockpile within forty-eight (48) hours after delivery.

You understand that to receive electronic delivery of notifications, you must have Internet access, a valid email address, and the ability to download applications and information and a printer if you wish to retain paper copies of the communications.

All email sent to and from Stockpile is subject to archival, monitoring, review by, and disclosure to, someone other than the recipient, such as Stockpile's compliance administrators and regulatory bodies.

Electronic Signature

By electronically signing any electronic document, including but not limited to Customer Account Agreement, you agree that your electronic signature is valid evidence of your consent to be legally bound by such electronic document.

Intellectual Property Rights

Trademarks and logos are the property of their respective owners and do not represent endorsements of any kind. Unless otherwise noted, Stockpile, Inc. and its affiliates are not partners, affiliates or licensees of these companies. Except as otherwise specifically provided in these Terms and Conditions, you may not download or save a copy of the Service or any portion thereof, for any purpose. You may, however, print a copy of individual screens appearing as part of the Service solely for your personal, non-commercial use or records, provided that any marks, logos or other legends that appear on the copied screens remain on, and are not removed from the printed or stored images of such screens. All title and intellectual property rights in and to the content of the Linked Sites is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties.

Restrictions on Use of Material

Except as expressly permitted, you agree not to use the Service for sale, trade or other commercial purposes, and, you may not modify, copy, publish, display, transmit, adapt or in any way exploit the content of the Service. Only if you obtain prior written consent from us - and from all other entities with an interest in the relevant intellectual property - may you publish, display or commercially exploit any material from the Service. To seek our permission, you may write to us at Stockpile Investments 548 Market St. PMB 61216 San Francisco, CA 94104 . If permission is granted by us and by all other entities with an interest in the relevant intellectual property, you may not change or delete any author attribution, trademark, legend or copyright notice.

You must abide by all additional copyright notices or other restrictions posted on the Service.

Account Access

You will receive a user ID and password that provide electronic access to your Account. You are solely responsible (jointly and severally if a custodial account) for protecting the confidentiality of your account access information. You must notify Stockpile in writing immediately if you discover that the security or confidentiality of your account access information has been

compromised.

If you permit a third party to access your Account(s) or act on your behalf, you do so at your own risk. Stockpile will consider any request made or order entered with your proper account access information to be a request or order by you. Stockpile is not liable for any losses or damages caused by any third person that you authorize or allow to access your Account(s). If you authorize or allow a third party to access your Account(s), you will cooperate with

Stockpile in its efforts to defend claims by that third person, and will indemnify Stockpile against any liability, expense, loss or damage that arises from such third party access.

Stockpile may, at any time and at its exclusive discretion, discontinue your access to the Service and close any Account(s) or prohibit or restrict trading activity in any Account. The closing or restriction of an Account does not affect obligations incurred before the Account was closed.

User Conduct

By using the Service you agree to represent yourself accurately and truthfully at all times and to provide true, accurate, current and complete information about yourself as prompted by the Service. You grant to us the right to independently verify any information that you post on the Service. If any information provided by you is untrue, inaccurate, not current or incomplete, Stockpile reserves the right to terminate your access to the Service and refuse any and all current or future use of the Service.

You agree that you will not harvest, collect or store information about the users of this Service or the content posted by others on this Service or use such information for any purpose inconsistent with the purpose of this Service or for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic mail or communications.

Monitoring and Recording

Stockpile reserves the right to view, monitor, and record activity on our Services without notice to or permission from you. You authorize Stockpile to use vendors to verify your identity or information provided by you. Any information obtained by monitoring, reviewing, or recording activity on the platform is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity as well as by any regulatory agency or self-regulatory body with supervisory authority over Stockpile. Stockpile will also comply with all U.S. federal or state court orders involving requests for such information. Stockpile reserves the right to record all telephone calls, chat, and other communications to

Stockpile to help us with the quality of our service and for other reasons that we deem appropriate to protect our customers or for our own protection.

We are using the services of our trusted service provider in order to help us prevent online fraud. Our service provider may use and process your personal information in accordance with applicable privacy and data protection laws. You can read about the ways by which our service provider may use and process your personal information in this address <https://www.forter.com/service-privacy-policy/>.

Mobile Identifiable Information

You authorize your wireless carrier to use or disclose information about your Account and your wireless device, if available, to Stockpile or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our [Privacy Policy](#) for how we treat your data.

SMS and Text Messaging

Should you choose to provide your mobile telephone number to us, we may send account or security updates to you for the purposes of providing you with important information about your account, for security reasons or for fraud and identity theft prevention. We will not send any marketing messages to you via SMS without your express written consent.

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You may be able to link to Linked Sites from the Service. Linked Sites are not reviewed, controlled, or examined by Stockpile in any way and Stockpile is not responsible for the content, availability, advertising, products or other materials of any such Linked Sites, or any additional links contained therein. These links do not imply Stockpile's endorsement of or association with the Linked Sites. It is your sole responsibility to comply with the appropriate terms of service of the Linked Sites as well as with any other obligation under copyright, secrecy, defamation, decency, privacy, security and export laws related to the use of such Linked Sites and any content contained thereon. In no event shall Stockpile be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of the Linked Sites or the information or material accessed through these Linked Sites. You should direct any concerns to that site's administrator. Stockpile reserves the exclusive right, at its sole discretion, to add, change, decline or remove, without notice, any feature or link to any of the Linked Sites from the Service and/or introduce different features or links to different users.

You must receive written permission from Stockpile for any type of link to the Service. To seek our permission, please write to us at Stockpile Investments 548 Market St. PMB 61216 San Francisco, CA 94104. We reserve the right to rescind any permission granted by us to link through any type of link, and to require termination of any such link to the Service, at our discretion at any time. Framing of the Service is prohibited.

Parental Permission

Stockpile may require users under the age of majority to obtain the consent of a parent or guardian to view certain content, and Stockpile may limit access to certain content to users

under a specified age. You agree to abide by any such restrictions, and not to help anyone avoid these restrictions.

Privacy Policy

We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. We urge you to read our [Privacy Policy](#).

Disclaimer of Warranty and Liability

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STOCKPILE DOES NOT REPRESENT OR WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT ANY PARTICULAR LOCATION OR FOR ANY CONTINUOUS PERIOD OF TIME.

IN NO EVENT WILL STOCKPILE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SPONSORS, ADVERTISERS, PARENTS, AFFILIATES, SUCCESSORS OR ASSIGNEES, BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR INJURY, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTIONS, LOSS OF PROGRAMS OR DATA ON YOUR EQUIPMENT, CONSEQUENCES OF DECISIONS MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE INFORMATION ON THE SERVICE, OR OTHERWISE, EVEN IF STOCKPILE IS EXPRESSLY ADVISED OF SUCH DAMAGES, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, DEFAMATION OR UNDER ANY OTHER CAUSE OF ACTION, ARISING OUT OF (1) ANY ERROR, OMISSION, DELETION, UNTIMELINESS, INCORRECT SEQUENCING OR DEFECT IN THE SERVICE; (2) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD; OR (3) ANY USE OF THE SERVICE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, STOCKPILE'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

YOU ASSUME THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST UNAUTHORIZED ACCESS OR DAMAGE TO YOUR SYSTEMS OR OPERATIONS THAT COULD BE CAUSED BY DEFECTS OR DEFICIENCIES IN THE SERVICE, ANY INFORMATION, SERVICE, SYSTEM, DATABASE OR MATERIAL PROVIDED BY STOCKPILE, OR PART THEREOF. YOU ALSO ACKNOWLEDGE THAT ELECTRONIC COMMUNICATIONS AND DATABASES ARE SUBJECT TO ERRORS, TAMPERING AND BREAK-INS, AND THAT WHILE STOCKPILE WILL IMPLEMENT REASONABLE SECURITY PRECAUTIONS TO ATTEMPT TO PREVENT SUCH OCCURRENCES, STOCKPILE DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT TAKE PLACE.

YOUR INSTALLATION AND INPUTS, AS WELL AS THIRD PARTY SYSTEMS AND PROCEDURES, MAY INFLUENCE THE OUTPUT AND ERRORS IN ANY ELECTRONIC TRANSMISSION OR COMMUNICATION, AND CAN RESULT IN SUBSTANTIAL ERRORS IN OUTPUT, INCLUDING INCORRECT INFORMATION. IN ADDITION, ERRORS MAY BE INTRODUCED INTO INFORMATION IN THE COURSE OF ITS TRANSMISSION OVER ELECTRONIC NETWORKS.

Indemnification

Upon a request from Stockpile, you agree to defend, indemnify and hold Stockpile, its affiliates, officers, directors and employees harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from or relating to (i) your use or misuse of the Service; (ii) your breach of any agreement with or duty to Stockpile or a third party; or (iii) the uploading, posting, publishing, emailing, reproduction, distribution or transmission of any content or other materials by you or users authorized by you. Stockpile reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Stockpile in asserting any available defense.

Limitations for International Users

The Service may not be available in your state or country. Stockpile does not represent that materials on the site are appropriate or available for use outside of the United States. Persons who choose to access the Service from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Nothing in the Service should be considered a solicitation of an offer to buy or an offer to sell any security, advisory or other service to any person in any jurisdiction in which such offer or solicitation, purchase or sale, or provision of such services is illegal. References to services unavailable in your state or country do not imply that these services will be made available to

you.

Notices

You must provide written notices to Stockpile by sending an email to , or sending a fax to (818) 688-0722, or by sending a letter to Stockpile Investments 548 Market St. PMB 61216 San Francisco, CA 94104.

Authority and Reliance on Your Instructions

You represent that (a) you are of legal age in the state or jurisdiction in which you reside; (b) you have full power and authority to enter into and perform your obligations under these Terms and Conditions; (c) all information provided by you in connection with the Service is true and correct, and Stockpile may rely on the truthfulness and correctness of that information.

Applicable Laws and Jurisdiction

You agree that the laws of the State of California, excluding its conflicts-of-law rules, shall govern these Terms and Conditions. Please note that your use of the Service may be subject to other local, state, national, and international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Stockpile or relating in any way to your use of the Service resides in the federal and state courts in San Francisco County, California, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California, in connection with any such dispute and including any claim involving Stockpile or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers, to the extent that such dispute is not subject to mandatory arbitration as set forth under the Customer Account Agreement.

Provisions Unenforceable or Invalid

If any part of these Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Assignment

You shall not transfer, assign, sublicense nor pledge in any manner whatsoever, any of your rights or obligations under these Terms and Conditions. Stockpile may transfer, assign sublicense or pledge in any manner whatsoever, any of its rights and obligations under these Terms and Conditions to a subsidiary, affiliate, or successor thereof or to any third party whatsoever, without notifying you or receiving your consent.

Application of Other Agreements

Other disclosures, terms, and conditions apply to the use of your Account(s) and the Service. You agree to be legally bound by all written agreements between you and Stockpile, including, but not limited to, the Customer Account Agreement and all agreements and disclosures on Stockpile's Disclosure page located at <https://www.stockpile.com/disclosures>. By creating a Crypto Account, you also agree to the Bakkt Crypto Solutions LLC User Agreement, Privacy Policy, and Risk Disclosures shown at the following links.

User Agreement: <https://bakkt.com/user-agreement>

Privacy Policy: <https://bakkt.com/privacy-policy>

Risk Disclosures: <https://bakkt.com/disclosures>

If you have any questions about these Terms and Conditions or the Service in general, please email us [at support@stockpile.com](mailto:support@stockpile.com)

ADDITIONAL TERMS AND CONDITIONS FOR GIFT CARD PURCHASERS

Here is some important information about your purchase of a Gift Card. If you have a question, please send an email [to support@stockpile.com](mailto:support@stockpile.com).

Face Value

A Stockpile Gift Card is a convenient way to give a gift of stock or crypto to family and friends. When you buy a Gift Card, you will choose a face value (for example, \$50). Gift Cards may be purchased at any face value up to \$2,000. As of January 2023, the total face value of gifts that you can give to a particular recipient without potentially incurring tax liabilities is \$17,000 in a calendar year, but always check with your tax advisor confirming your exact tax liability.

Fees may apply and are subject to change without notice.

Maximum face value, daily maximum and yearly maximums are subject to change without notice.

Personalizing Your Gift

In addition to choosing a face value, you can personalize your gift with a stock or crypto you think your recipient might like. When they receive the Gift Card, the recipient will be able to stick with the gift you suggested, or switch to a different gift. For example, if you personalized the Gift Card with a stock and the recipient does not want that stock they can switch to a different stock or crypto. The Gift Card is not, however, redeemable for cash or refundable.

Paying for Your Gift Card

We accept Mastercard, VISA and Discover. Once you complete your purchase, you will receive an email receipt of the Gift Card.

Stockpile accepts credit/debit cards for the convenience of our users for the purpose of purchasing a Gift Card. Please note that many credit cards charge interest when you carry a monthly balance, but may not charge interest if you pay the outstanding balance by the payment due date. Stockpile does not allow cash advances, because they typically incur immediate interest charges. Please contact your credit card company if you're not sure how interest is calculated for your card.

Gift Delivery Options

You can have us email it to the recipient, or you can print a hardcopy and give it to the recipient yourself.

Claiming the Gift

To claim your gift, your recipient will:

- Click on a link in the Gift Card (if she received it by email), or visit www.stockpile.com and enter the code that's on the Gift Card.
- Decide whether she wants to stick with the gift you suggested or switch to something else (a different stock or crypto).
- Log in to her Account, or open one if she does not already have one. The recipient will need to have a valid email address to open an Account.
- The recipient will not be able to purchase stock or crypto until she has completed the account opening process, which includes verification of identity.

Purchasing Stockpile Gift Cards from Unauthorized or Third Party Website

We advise you to exercise caution with unauthorized or third-party websites selling Stockpile Gift Cards, especially at a discount, as their offers carry a high risk of fraud. Stockpile reserves the right to reject the redemption or honor the redemption value of any such gift card. If in doubt, please contact customer service [at support@stockpile.com](mailto:support@stockpile.com) prior to making your purchase.

Recipient's Account

If they want to redeem their Gift Card for stock or crypto, the recipient will be invited to open an Investment Account and/or a Cryptocurrency (Crypto) Account with Stockpile Investments, Inc. (SII) if they do not already have one. All securities are offered by SII, member [FINRA/SIPC](#) and a wholly-owned subsidiary of Stockpile, Inc. The recipient will need to provide certain information required by Federal law to open an Account, including their name, address, contact information, date of birth, and Social Security number. Unlike a bank account, an Investment Account or Cryptocurrency (Crypto) Account is not FDIC insured.

Recipients Who Are Under 18

We are delighted to bring stock and crypto ownership to everyone. If a minor would like to redeem a Gift Card for stock, they just need to have an adult on the Account with them. They can even set up their own log-in credentials for read-only access, so they can keep track of their Account.

Conversion into Stock or Crypto

If you personalize your Gift Card with the name of a stock, the face value of the Gift Card will stay fixed, and will not fluctuate with the market, because the Gift Card is not a security. If the recipient decides they want stock when they redeem the Gift Card, they will get an amount of stock based on the face value of the Gift Card and the market on close price of the stock at the end of the trading day. For example, if the Gift Card face value is \$50 and the market on close price is \$100, the recipient will receive 0.5 shares ($\$50/\100).

Once they receive their stock, its value will fluctuate with the market, which means there is a potential for gains and a risk of loss. If the stock price goes up (or down), the value of the recipient's stock will go up (or down). They will be able to monitor the value of their stock by logging in to their Investment Account. They also will be able to sell their stock, buy more stock, or buy or sell other stock.

Stockpile may allow Gift Cards for stock to be redeemed for cryptocurrency in addition to stock.

Reminders

If two weeks have gone by and the recipient hasn't claimed her gift, we will send you (and the recipient, if we emailed the Gift Card to them) a reminder, unless you ask us not to.

Refund Policy

Gift cards are refundable to the gift purchaser with proof of purchase.

Misuse of Gift Cards

Stockpile Gift Cards are not intended to be used as a way to transfer money from one person to another or to transfer money to your personal brokerage account. Misuse can include high volume or frequency of transactions for any purpose other than giving the gift of stock or crypto to family and friends. Stockpile will monitor transactions for such activity or any other activity that may constitute misuse of a Gift Card or is potentially suspicious or illegal, and reserve the right to coordinate and share information as needed to ensure transactional and system integrity.

ADDITIONAL TERMS AND CONDITIONS FOR GIFT CARD RECIPIENTS

Congratulations on receiving a Stockpile Gift Card! Here is some important information about your Gift Card. If you have any questions, please send an email [to support@stockpile.com](mailto:support@stockpile.com)

Claiming your Gift

To get your gift, all you have to do is:

- Click on the link in your Gift Card (if you received it by email), or visit www.stockpile.com and enter the code that's on the Gift Card.
- Decide whether you want to stick with the gift the purchaser chose, or switch to something else (a different stock or crypto).
- Log in to your Account, or open one if you do not already have one. You will need to have a valid email address to open an Account.
- You will not be able to purchase stock or crypto until you have completed the account opening process, which includes verification of identity.

Valid Email Address

You will need to have a valid email address to open an Account. You will not be able to purchase stock or crypto until you have completed the account opening process, which includes

verification of identity. It is your responsibility to keep your email address up to date to ensure that we can reach you if needed.

Your Account

If you decide to redeem your Gift Card for stock or crypto, you will be invited to open an Account with Stockpile Investments, Inc. (SII) if you do not already have one. All securities are offered by SII, member [FINRA/SIPC](#) and a wholly-owned subsidiary of Stockpile, Inc. You will need to provide certain information required by Federal law to open an Account, including your name, address, contact information, date of birth, and Social Security number. Unlike a bank account, an Investment Account or Crypto Account is not FDIC insured.

You Don't Have to Be an Adult

We are delighted to bring stock and crypto ownership to everyone. If you would like to redeem your Gift Card for stock or crypto, you just need to have an adult on the Account with you. You can even set up your own log-in credentials for read-only access, so you can keep track of your Account.

Conversion into Stock or Crypto

If you decide to redeem your Gift Card for stock, you will get an amount of stock based on the face value of the Gift Card at the market on close price of the stock at the end of the trading day. For example, if the Gift Card face value is \$50 and the market on close price is \$100, you will receive 0.5 shares ($\$50/\100).

Once you receive your stock, its value will fluctuate with the market, which means there is a potential for gains and a risk of loss. If the stock price goes up (or down), the value of your stock will go up (or down). You will be able to monitor the value of your stock by logging in to your Investment Account. You also will be able to sell your stock, buy more stock, or buy or sell other stock.

Stockpile may allow Gift Cards for stock to be redeemed for cryptocurrency in addition to stock.

Misuse of Gift Cards

Stockpile Gift Cards are not intended to be used as a way to transfer money from one person to another or to transfer money to your personal brokerage account. Misuse can include high volume or frequency of transactions for any purpose other than giving the gift of stock or

crypto to family and friends. Stockpile will monitor transactions for such activity or any other activity that may constitute misuse of a Gift Card or is potentially suspicious or illegal, and reserve the right to coordinate and share information as needed to ensure transactional and system integrity.

ADDITIONAL TERMS AND CONDITIONS FOR STOCKPILE INVESTMENT ACCOUNTS

If you open and/or maintain an Investment Account, the following terms and conditions also apply:

Risks of Trading and Investments

[Stockpile.com](https://www.stockpile.com) is a financial portal of Stockpile, Inc., which also provides access to Stockpile Investment, Inc.'s trading services. Stockpile, Inc. is not a registered broker-dealer. All securities and investments are offered to self-directed investors by Stockpile Investments, Inc., a registered broker-dealer and member of [FINRA](#) and [SIPC](#). Stockpile, Inc. and Stockpile Investments, Inc. are separate but affiliated companies.

Electronic trading poses unique risks to investors. System response and access times may vary due to market conditions, system performance, and other factors. Market volatility, volume, and system availability may delay Investment Account access and trade executions.

Securities products are: Not FDIC insured · Not bank guaranteed · May lose value

Content

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Your Responsibilities as an Investor

You are a self-directed investor who is individually responsible for determining the suitability of your investment decisions. Stockpile is not responsible for the investment decisions made by you or on your behalf. Stockpile is not responsible for the strategies, actions or inactions taken with respect to your Investment Account. Stockpile is not responsible for the gains or losses you incur. The orders you place and instructions you give to Stockpile will be unsolicited. The employees, agents and representatives of Stockpile are not authorized to give you investment advice, and any instructions you receive from Stockpile with respect to Investment Accounts or the Service will be limited to technical or administrative guidance. You understand that the market values of securities fluctuate. You recognize that numerous independent resources are available from which you can obtain information about issuers, securities, exchanges, industries, and any other factor that might influence a reasonable investment decision. You acknowledge that you utilize the Service at your own risk, including the investment and analytical tools it makes available to you.

You are responsible for promptly reviewing all orders, executions and Investment Account statements in connection with your Investment Account. You are responsible for notifying Stockpile immediately in writing of any unauthorized use or unusual activity with respect to your Investment Account, which may include, but is not limited to, failure to receive accurate confirmation of a transaction, receipt of confirmation of a transaction you did not place or the discovery of any inaccurate information relating to your Investment Account. Further, you are responsible for inputting accurate trading information, and before entering additional orders, you are responsible for knowing the status of any orders that are pending. Unless you notify Stockpile of a discrepancy within ten (10) days after the delivery of a confirmation or Investment Account statement, it will be deemed to have been accepted by you as delivered. Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act (or SIPA). For discrepancies related to electronic fund transfers, please contact your financial institution. You agree that Stockpile will not be liable to you for any losses arising in connection with your delay in properly reporting an error, including but not limited to, losses resulting from market fluctuations.

You assume individual responsibility for determining the suitability of all investment decisions and strategies you make or implement. You must base your investment decisions upon all information reasonably available to you and your own assessment of risks and rewards. You are solely responsible for knowing the rights and terms for all securities purchased, sold and/or maintained in your Investment Account. You must educate yourself regarding any rights that could expire with respect to a security investment unless you take specific action. You must know the expiration dates and redemption dates relevant to your

investments. You must know the circumstances under which rights associated with your investments may be called, cancelled or modified. You must provide Stockpile with appropriate instructions before a security investment in your Investment Account expires worthless or is redeemed for less than its fair market value; otherwise, Stockpile may, at its discretion, sell the security and credit your Investment Account with the proceeds.

Investment Accounts

You have a duty to provide Stockpile with accurate Investment Account information and to notify Stockpile in writing immediately if there are any changes to the relevant information associated with your Investment Account. This includes, but is not limited to, changes in your name, email address, mailing address, telephone number, taxpayer identification number or backup withholding requirements. You also must notify Stockpile immediately if you are or become employed or affiliated with a stock brokerage firm, bank, trust company, insurance company or securities exchange, or if you are or become an officer, director, 10% shareholder or affiliate of a publicly traded company.

Stockpile does not open or maintain accounts for residents of foreign countries. Foreign citizens with a social security number and legally residing in the USA may open an Investment Account. Stockpile reserves the right to refuse the opening of any given Investment Account at any time.

All Investment Accounts are cash accounts, which means that all purchases must be paid for with settled funds, and Stockpile does not provide credit or margin lending to you. All securities, assets and other property held in your Investment Account are subject to a lien in favor of Stockpile for the payment of all trades, debit balances, margin calls or other obligations arising in connection with your Investment Account. You grant Stockpile your express legal authority to use, liquidate and/or transfer any and all securities, assets or other property in your Investment Account as needed to satisfy any indebtedness arising in connection with your Investment Account, to the extent permitted by law. You or Stockpile may close your Investment Account at any time. You will, however, remain responsible for all debts or obligations to Stockpile and pending transactions.

Orders and Execution

Stockpile Investments aggregates orders and submits trades at pre-set times. Orders received before 3:00 pm ET may be aggregated and submitted for execution that day, and orders received after 3:00 pm ET will be submitted for execution the following trading day. Therefore, the price you will receive may differ from the market price at the time your order was placed. This may increase market risk in a volatile market. Securities purchases may include fractional shares. You understand that if you receive fractional shares in stock purchases you will not be able to vote your fractional shares. In addition, if you transfer your Investment Account to

another financial institution, you may not be able to transfer the fractional shares, but will instead need to sell those fractional shares and transfer the proceeds.

Each stock available on the Stockpile platform may have a maximum amount for purchases. Limit orders for stocks are not accepted on the Service, meaning you may not set a share price ahead of time at which a purchase or sale is triggered.

Freeriding, which includes making purchases using the proceeds of invalid deposits or selling positions that were purchased with unsettled funds, is prohibited.

Placing an order with Stockpile does not guarantee that it can be executed, and Stockpile is not responsible if an order cannot be executed according to your instructions. Stockpile is not responsible for unexecuted orders due to communication failures.

Once you have placed an online order, there is no guarantee that Stockpile will honor a subsequent request to cancel or modify that order. Stockpile is not liable to you if it does not cancel or modify an order placed by you or on your behalf.

Quotes

Any price quotes may be delayed fifteen (15) minutes or longer, according to the rules and regulations applicable to exchanges and quote providers. Stockpile does not make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes.

Stockpile may provide you information regarding the value of your share positions based on the share price at the close of the latest market day; the data is for informational purposes only and does not reflect the price you may receive if you sell your shares. You also acknowledge that the quotes, and information provided based on quotes, are obtained from sources that Stockpile believes to be reliable, but that Stockpile does not guarantee the accuracy and completeness of those quotes or information. In addition, you represent that you will use the quotes solely for your own personal use related to your Investment Account or activity and not for professional use. You waive any claim that you might have against Stockpile or the quote provider related to the quotes or the quote-based information on the Service.

Real-Time Investment Account Information

Real-time information about your Investment Account, including without limitation positions and order status is non-binding upon Stockpile, its agents and assigns. Such information may be changed based on market corrections, resolution of discrepancies and other factors.

Liquidation Upon Closure of Investment Account

If you choose to close your Investment Account, we will liquidate the securities in your Investment Account and all linked custodial accounts, and provide you the resulting funds, along with any cash in your Investment Account(s), via a transfer to your bank account or a check. Stockpile reserves the right to deduct from this amount any outstanding fees or charges, or any other fees related to closing your Investment Account. We may liquidate your securities on whatever exchange or market and in whatever manner (including public auction or private sale) that we choose in the exercise of our business judgment. You agree not to hold us liable for the timing or manner of liquidation or any tax consequences from such actions. If you would like to transfer your securities to another brokerage, you must do so before closing your Investment Account.

ADDITIONAL TERMS AND CONDITIONS FOR STOCKPILE CRYPTO ACCOUNTS

Cryptocurrency execution and custody services are provided by Bakkt Crypto Solutions LLC (NMLS ID 1828849) through a software licensing agreement between Bakkt Crypto Solutions LLC and Stockpile Crypto, LLC. Cryptocurrency trading is offered through a Crypto Account with Bakkt Crypto Solutions LLC. Bakkt Crypto Solutions LLC is not a registered broker-dealer or FINRA member and your cryptocurrency holdings are not FDIC or SIPC insured. You acknowledge that cryptocurrencies are not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation. Please ensure that you fully understand the risks involved before trading. Not all cryptocurrencies provided by Bakkt Crypto Solutions LLC are available to New York residents. Cryptocurrency availability is subject to change without notice. Cryptocurrency trading is only available to U.S. residents. Cryptocurrencies available to trade are subject to change without notice.

Crypto trading involves substantial risk of loss and is not suitable for everyone. The value of cryptocurrencies may fluctuate and as a result, some or all of the original value may be lost. You should consult your financial advisor, legal, or tax professional regarding your specific situation and financial condition and carefully consider whether trading or holding cryptocurrency is suitable for you.

Stockpile Crypto, LLC is not registered with the U.S. Securities and Exchange Commission and does not offer securities services to any person.

Your crypto account is dependent upon you maintaining an Investment Account with Stockpile Investments. If you close your Investment Account, you will need to close your Crypto Account with Bakkt Crypto Solutions LLC. Bakkt Crypto Solutions LLC does not support transfer of

Crypto Accounts. To close a Crypto Account, you will need to sell the assets and withdraw cash to your Investment Account.

Quotes, Orders, and Execution

Bakkt Crypto Solutions LLC provides quotes for cryptocurrencies in real time. Crypto trades are executed in real time (there is no aggregation of orders for crypto trades). Crypto trading has no order or trading cutoff time, however Bakkt Crypto Solutions LLC does have a daily maintenance window (typically from 5:30 pm ET to 6:10 pm ET) during which trades may not be placed or executed.

Stockpile does not assess any commission for buying or selling crypto. Bakkt Crypto Solutions LLC charges a 1% to 2% spread on each trade to pay for their service, which is reflected in the price at which Bakkt Crypto Solutions LLC executes your order to buy or sell crypto. The spread covers all of the costs associated with facilitating crypto transactions and storing crypto, and Stockpile receives some of the revenue generated in exchange for licensing our software to Bakkt Crypto Solutions LLC.

Liquidation Upon Closure of Crypto Accounts

If you choose to close your Crypto Account, we will liquidate the cryptocurrency in your account and all linked custodial accounts, and provide you the resulting funds, along with any cash in your Crypto Account(s), via a transfer to your bank account or a check. Stockpile reserves the right to deduct from this amount any outstanding fees or charges, or any other fees related to closing your Crypto Account. We may liquidate your cryptocurrency in whatever manner we choose in the exercise of our business judgment. You agree not to hold us liable for the timing or manner of liquidation or any tax consequences from such actions. If you would like to transfer your cryptocurrency to another brokerage, you must do so before closing your Crypto Account.

Questions or Complaints Related to Your Investment or Crypto Account

Customer complaints related to your Investment or Crypto Account should be directed to Stockpile's Customer Service at 548 Market St. PMB 61216 San Francisco, CA 94104 or by emailing customer service [at support@stockpile.com](mailto:support@stockpile.com).