

MOTIF Investing, Inc.
Motif BLUE Subscription Program
Terms and Conditions

Table of Contents

Introduction 2

Monthly Real-Time Commission-Free Trades..... 2

- i. Real-time commission-free trades 2
- ii. Real-time commission-free trades details 2

Commission-Free Trades Executed at Market Open..... 3

Real-Time Quotes 3

Free Trials, Billing, and Cancellation of Motif BLUE service 3

- i. Free trials..... 3
- ii. Recurring Billing..... 4
- iii. Price Changes 4
- iv. Billing Cycle..... 4
- v. No Refunds 4
- vi. Default Payment Methods 4
- vii. Credit Card Payment Method 5
- iv. Cancellation..... 5

Introduction. Motif Investing, Inc. has created the Motif BLUE Subscription Program designed to meet your trading needs.

For \$19.95 per month, you get the following benefits:

✓ 3 commission free trades per calendar month

✓ All next market open trades are commission free

✓ Real-time quotes on all logged in pages

Motif BLUE includes features and a payment program for which you are required to be bound by and agree to the terms and conditions.

Monthly Real-Time Commission-Free Trades.

- i. **Real-time commission-free trades.** Each calendar month, subscribers are eligible for up to three real-time motif, individual stock or ETF trades with no commission.
- ii. **Real-time commission-free trades details.** At the time of each eligible trade, you will not be charged a commission. Typically, the commission for a real-time single stock/ETF trade is \$4.95, for a professional motif trade is \$9.95, and for a build-your-own-motif trade is \$19.95. If an order is pending, then a real-time commission-free trade will be reserved until it executes. Orders that might enter into a pending state include Stop, Limit, and Stop-Limit orders. If the order expires or is canceled in the same calendar month in which it was placed, then the commission-free trade will be credited back to you. If the order expires or is cancelled after the calendar month in which it was placed, then the commission-free trade is no longer eligible to be credited back to you.

If you do not use any eligible commission-free trades during the month, they will not carry over to the subsequent month. For example, if you placed two real-time trades during this month, you will not be charged a commission for either trade. You will not be able to carry over the one unused non-commission trade to the following month. In a case where you place five real-time trades this month, you will not be charged commissions for the first three trades executed during the month, but you will be charged the standard commissions for the remaining two trades during the month.

You understand commission-free trades are available during the period of time you are enrolled in the Motif BLUE service. If you cancel your subscription prior to the end of the month, the commission-free trades benefit will be canceled. For details on fees and commissions, please click [here](#).

Commission-Free Trades Executed at Market Open.

Our standard pricing allows commission-free single stock and professional motif trades when placed at the next market open. Standard pricing for built and community motif trades when placed at next market open trades is \$9.95. As a paying subscriber, all trades placed at the next market open will have no commission.

When the option to place a trade at next market open is selected, the trade will be scheduled to be executed at market open of the next trading day at the prevailing market price. In addition, all motif trades placed outside of regular trading hours (between 4:00pm ET and 9:30am ET) will carry no commissions. This commission-free offer is not available for market orders entered during regular market hours and does not apply to stop or limit orders.

Keep in mind, scheduling market orders to be executed at market open can be considered risky because a lot can change from market close one day to market open the next. For example, company's earnings announcement with significant news, world events, and activity in international markets can all create volatility to overnight stock prices.

Real-Time Quotes. Motif Investing already makes real-time quotes available to you on your order preview page, as defined in the Motif Investing Customer Agreement. As a BLUE subscriber, you will have real-time quotes available across all of your logged-in website pages including positions, motif details pages, transaction screens and watch lists, in addition to the order entry screen. You understand that these quotes are provided through a third-party service provider that is unaffiliated with Motif Investing. While Motif believes the provider of the quote data to be a reliable data services provider and the information to be accurate, Motif cannot verify the data is correct and does not claim responsibility for the accuracy of the content provided. You are responsible for verifying the information you use when making an investment decision. Professional subscribers as reported on NYSE Quote Agreement are ineligible for real-time quotes.

Free Trials, Billing, and Cancellation of Motif BLUE service.

- i. **Free trials.** Your Motif BLUE service may start with a free trial. The free trial period lasts for one month, starting from the date of sign-up. For combinations with other offers, restrictions may apply. Motif reserves the right, in its absolute discretion, to determine your free trial eligibility.

We will begin billing your Payment Method for monthly service fees at the end of the free trial period unless you cancel prior to the end of the free trial period. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

You will not receive a notice from us that your free trial period has ended or that the paying portion of your subscription has begun. To cancel, please contact Motif's Customer Service Department during business hours (Monday-Friday 9:00 am to 6:00 pm ET) at 1-855-586-6843 or by sending an email to (service@motifinvesting.com) no less than one business day prior to the conclusion of your trial period. We will continue to bill your Payment Method on a monthly basis for your subscription fee until your instructions to cancel the service are received in good order.

- ii. **Recurring Billing.** The Motif BLUE service is a subscription program requiring a monthly payment of \$19.95. By starting your subscription plan and providing or designating a Payment Method (see "Payment Methods", below), you authorize us to charge you a monthly subscription fee at the above described rate.
- iii. **Price Changes.** We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms and Conditions, any price changes to your service will take effect following an email notice to you.
- iv. **Billing Cycle.** The subscription fee for our service will be billed at the beginning of the paying portion of your subscription and each month thereafter unless and until you cancel your subscription. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying subscription. Subscription fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying subscription began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Motif BLUE plan on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. We may authorize your Payment Method in anticipation of subscription or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.
- v. **No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our participants. The amount and form of such refunds, and the decision to provide them, are at our sole and absolute discretion. The provision of refunds in one instance does not entitle you to refunds in the future for similar instances, nor does it obligate us to provide refunds in the future, under any circumstance.
- vi. **Default Payment Methods.** You understand monthly payment for the service will charge your account cash balance as your default Payment Method if no credit card is added to the account. If you add a valid credit card and have multiple accounts, we will attempt to charge the monthly fee in the following order:
 - i. Credit card

- ii. Non-retirement Trading accounts, starting with the oldest account
- iii. Retirement Trading accounts, starting with the oldest account
- vii. **Credit Card Payment Method.** If you added a credit card as your Payment Method, you understand monthly payment for the service must be made through the following credit card only: Visa, MasterCard, American Express, and Discover. Credit card payments must be made by the actual card holder, must be 18-years or older, a US resident with a card from a US Bank and transacted within the United States. Card must be current and in the name of the account holder. You understand that payment for enrollment to this service is made separate from a transaction applied to your actual account. For that reason, you will not see a line item on your transaction history screen or your account statement confirming this payment. However, you will receive a notification from your credit card provider regarding the payment for your enrollment to the service.
 - i. You may edit your Payment Method information on the BLUE subscription page on our website or by contacting Motif's Customer Service Department. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges.
 - ii. Should you have any questions concerning the payment process, you are encouraged to contact your credit card provider directly. Similarly, if your card is lost or stolen, or if you suspect fraudulent use of your account, please contact your credit card provider immediately to restrict the account as soon as possible. Motif will not be held responsible for payments made with your card, so long as it remains current and active with your account. You are responsible for monitoring not only the transaction activity made on your Motif account, but also the transaction activity on your credit card account. If Motif suspects any fraudulent or inappropriate account activity, it reserves the right, without prior notice, to block the credit card activity and cancel enrollment in the service.
 - iii. In the event that your payment is past due and we deem your subscription fee unrecoverable from your credit card Payment Method, then we may deduct the past due subscription fees from your account balance in accordance to the order specified in Default Payment Methods and may terminate your subscription benefits. If for any reason there is insufficient cash available in your account balance to cover fees at the time they are charged and deducted from the account, Motif, in its sole discretion, may cause Securities in the Account to be liquidated to cover its fees.
 - iv. **Cancellation.** You may cancel your Motif subscription at any time. However, you may not be eligible to re-enroll if we determine that you are abusing the subscription plan for single use purposes. Motif reserves the right, in its absolute discretion, to determine your eligibility to re-enroll into a subscription plan. **WE DO NOT PROVIDE REFUNDS FOR ANY PARTIAL-MONTH SUBSCRIPTION PERIODS.**

You can cancel your subscription from BLUE subscription settings or by contacting Motif's Customer Service Department during business hours (Monday-Friday 9:00 am to 6:00 pm ET) at 1-855-586-6843 or by sending an email to (service@motifinvesting.com). If you cancel your subscription, you must allow two business days for the cancellation instructions to take effect on your account.