

## Orion Advisor Solutions: Acceptable Use Policy for AI Services

(Last updated: October 30, 2025)

This Acceptable Use Policy (“AUP”) governs access to and use of the AI Services, as described and defined in the AI Services Terms and Conditions (available at <https://orion.com/ai-addendum>), or such other AI addendum or agreement by and between customer and Orion, by customers and their authorized users (“you”). At Orion, we are committed to lawful, safe and responsible development and use of artificial intelligence tools, which this AUP is designed to promote.

This AUP is incorporated by reference into the Agreement between you and Orion Advisor Solutions, Inc. and/or its affiliates (including, without limitation, Orion Advisor Technology, LLC, Summit Wealth Systems, Inc., Redtail Technology, Inc., BasisCode Compliance LLC (dba Orion Compliance), Advizr, Inc. (dba Orion Planning), and GxWorks, LLC (dba Orion Risk Intelligence); collectively “Orion”) (the “Agreement”), including the AI Services Terms and Conditions, and is in addition to – not in lieu of – those acceptable and/or prohibited uses already set forth therein. Capitalized terms used but not defined in this AUP have the meanings given in the Agreement.

### 1. Purpose and Scope

This AUP is intended to ensure the AI Services are used responsibly, lawfully, and in a manner that protects users, data subjects, and the integrity, security, and availability of the AI Services. This AUP applies to all access to and use of the AI Services, including any AI Outputs, inputs, prompts, content, models, outputs, or derivatives generated using the AI Services.

### 2. Lawful and Responsible Use

You must use the AI Services only in compliance with all applicable laws, regulations, and industry standards, including those related to privacy, data protection, intellectual property, export controls and sanctions, consumer protection, employment, health and safety, unfair or deceptive practices, and anti-discrimination. For example, you may not access or use the AI Services to:

- Facilitate cybercrime or other types of crime (e.g., hacking, phishing, identity theft, or creation or distribution of malware) or to plan, promote, advocate, or assist in any illegal or violent actions (e.g., terrorism, threats, or the planning of violent or criminal acts);
- Compromise the privacy of others (e.g., collecting, disclosing or otherwise processing personal data without complying with applicable legal requirements);
- Violate any contract or agreement to which you are a party; or
- Submit any material to the AI Services, or use the AI Services to create, compile or distribute any material, without having all necessary rights, licenses, consents or permissions to do so.

You are solely responsible for determining the legality of your use cases and for obtaining all necessary rights, permissions, approvals, and consents.

### 3. Other Prohibited Activities

You will not, and will not permit anyone to, access or use the AI Services to perform or facilitate any activity that poses a threat to any individuals or society, including the property rights of any individual, regardless of whether doing so is expressly illegal in your jurisdiction. For example, you may not:

- Engage in harmful or fraudulent conduct, such as fraud, deception, or misleading practices, including impersonation, phishing, social engineering, spoofing, or financial scams.
- Enable activities that undermine the safety of any individual or groups of persons, such as by providing specific, actionable instructions that materially increase the risk of physical harm, property damage, or significant economic loss, or evading law enforcement.
- Engage in activities that undermine or harm the security of other systems, platforms, applications, or programs, such as by probing, scanning, or testing any system, platform, or network without authorization.
- Infringe, misappropriate, or violate any intellectual property or proprietary rights, including copyrights, trademarks, trade secrets, rights of publicity, or moral rights.
- Generate or disseminate content that is defamatory, obscene, pornographic, involving minors, or that otherwise breaches applicable content standards.
- Remove, obscure, or alter proprietary notices or use AI Outputs in a manner that suggests Orion endorses your content or use case without express written permission.
- Use the AI Services to exceed use limits, interfere with fair use of shared resources, or engage in abusive traffic patterns (including denial-of-service, excessive concurrency, or unreasonable call frequency), or to remove, disable, or interfere with usage telemetry, safety filters, content moderation, rate limits, or other protective features.
- Generate or distribute undisclosed synthetic content purporting to be human-authored, including deepfakes or synthetic media, without clearly and conspicuously disclosing its AI-generated nature where required by law or industry standards.

These examples are illustrative and not exhaustive.

#### **4. End-User Responsibilities**

If your use of the AI Services to provide outputs or functionality to your end users, clients, or customers, you must implement clear, accurate, and accessible disclosures describing the role of AI, any material limitations, and any user obligations. You must deploy safeguards and content moderation appropriate to your use case, maintain a process to receive and address complaints or appeals, and prohibit unlawful or abusive end-user, client, or customer behavior consistent with this AUP.

#### **5. Inputs and Outputs**

You are responsible for the accuracy, legality, and appropriateness of all Inputs you submit to the AI Services and for how you use AI Outputs. Orion makes no representations or guarantees about the accuracy, fitness for use, or completeness of any AI Outputs. AI Outputs may be incomplete, inaccurate, or reflect limitations of training data. Furthermore, you may not:

- Rely on AI Outputs without appropriate human review, validation, and testing where material risks may arise.
- Make automated decisions that produce legal, financial, or similarly significant effects on individuals without implementing appropriate safeguards, notices, appeals or human-in-the-loop review where required by law.
- Claim that AI Outputs are guaranteed to be accurate, error-free, or a substitute for professional advice.
- Represent AI Outputs as factual without independent verification where material decisions or risks are involved.

- Use AI Outputs to create datasets for the purpose of re-identifying individuals, violating privacy, or circumventing any legal or technical restrictions.

## **6. Security and Access Credentials**

You must implement reasonable and appropriate administrative, technical, and physical safeguards to protect your accounts, credentials, systems, and data used with the AI Services. You may not circumvent or attempt to bypass any security or authentication measures of the AI Services, or access any data or content not expressly authorized for your use. You are responsible for maintaining the confidentiality of keys, tokens, and passwords, and for all activities that occur under your accounts. You must promptly notify Orion of any suspected compromise of credentials, unauthorized access, or security incident involving the AI Services.

## **7. Third-Party Services and Content**

Where the AI Services integrate with or rely on third-party services, datasets, models, or content, you must comply with the applicable third-party terms. You are responsible for ensuring you have all necessary rights and licenses to use third-party materials with the AI Services.

## **8. Monitoring, Enforcement, and Remedies**

Orion may monitor use of the AI Services, including to detect, investigate, and prevent violations of this AUP, to ensure the security and integrity of the AI Services, and to comply with law. Orion may suspend or terminate access, remove or disable content, throttle usage, or take any other action it deems necessary to address or prevent violations, suspected violations, or risks to the AI Services or third parties. Orion may, in its sole discretion, grant educational, documentary, scientific, or artistic-based exceptions to this AUP, or where it determines that any harms are outweighed by benefits to the public. Orion may report suspected unlawful activity to law enforcement or regulators and cooperate with investigations.

## **9. Reporting Violations**

If you become aware of any violation of this AUP, misuse of the AI Services, or security vulnerability, you must promptly notify Orion and provide reasonable cooperation to remediate or mitigate the issue.

## **10. Changes to this AUP**

Orion may amend or update this AUP from time to time, with such updated versions posted to <https://orion.com/ai-services-acceptable-use-policy>, or a successor website identified by Orion. Your continued use of the AI Services after the effective date of an updated AUP shall be deemed acceptance of the amended/updated AUP.

## **11. Contact**

Questions about this AUP should be directed to Orion using the contact information provided in the Agreement or on Orion's website.

**By accessing, deploying or using the AI Services, you agree to comply with this AUP. As described above and in the Agreement, your failure to comply with this AUP may result in suspension or termination, or both, of the AI Services.**