

Orion Compare

Large Language Model Terms and Conditions

Customer or Investment Adviser, as such party is defined under the Agreement (herein, “Customer”), understands, acknowledges, and agrees that the large language model integration and component of Orion Compare is a third-party integration driven by OpenAI, L.L.C. or its affiliates (“OpenAI”), allowing for integrated access to the OpenAI services, including ChatGPT functionality (the “OpenAI Third-Party Functionality”). Customer acknowledges and agrees that such OpenAI Third-Party Functionality is not under the control of Orion, that access to the OpenAI Third-Party Functionality is being made available solely for Customer’s convenience and to turn on, access, and utilize in Customer’s sole discretion, and that Orion shall not be responsible for any liability, damage, or loss arising from or in connection with Customer’s use of such OpenAI Third-Party Functionality. Customer further acknowledges that, in utilizing the OpenAI Third-Party Functionality, its data will be shared with such third-party integration. If Customer does not desire or authorize its data to be shared with such third-party integration, Customer should not utilize the OpenAI Third-Party Functionality. Orion is not responsible for any liability, damage, or losses associated with Customer’s use of the OpenAI Third-Party Functionality.

In connection with Customer’s access to the OpenAI Third-Party Functionality, without limiting the generality of the foregoing, Customer specifically acknowledges and agrees to the following:

Customer’s election to utilize the OpenAI Third-Party Functionality is subject to its own compliance and legal obligations. Customer acknowledges and agrees that Customer is solely responsible for obtaining and/or verifying FINRA, SEC, DOL, or other regulatory or compliance approvals necessary for Customer’s use of the OpenAI Third-Party Functionality and any data, services, content, or technology utilized by Customer, as may be applicable or required. Neither Orion nor any of its employees, agents, directors, managers, independent contractors, service providers, or third parties make any representation or warranty that the OpenAI Third-Party Functionality or any data, content, output, or technology made available to Customer comply with state, federal, or international rules or regulations, and has no direct obligation with respect to regulatory compliance and disclaims all representations, warranties, and liability associated therewith.

Customer’s access to and use of the OpenAI Third-Party Functionality is subject to the OpenAI terms of use and usage policies available at <https://openai.com/policies/terms-of-use> and <https://openai.com/policies/usage-policies>, and such other terms and conditions and usage policies which may be located at the OpenAI website or that OpenAI may enforce and make available with respect to the OpenAI Third-Party Functionality from time to time (all such terms and conditions, the “OpenAI Terms of Use”). By accessing the OpenAI Third-Party Functionality, Customer agrees that it is subject to and will abide by such OpenAI Terms of Use. Customer further acknowledges and agrees that the OpenAI Third-Party Functionality is not fine-tuned to provide legal or financial advice and, therefore, Customer should not utilize the OpenAI Third-Party Functionality to provide such advice or services and Customer should abide by the OpenAI Terms of Use in all uses of the OpenAI Third-Party Functionality. Customer represents that its utilization of the OpenAI Third-Party Functionality will in all cases be lawful and in compliance with its legal and regulatory obligations and the requirements of the OpenAI Terms of Use.

Orion and OpenAI will not have any control over or insight into the data that Customer inputs into the OpenAI Third-Party Functionality, nor the outputs from such tools. Therefore, Customer must review all such inputs and outputs to confirm that the data provided to the OpenAI Third-Party Functionality is appropriate for such use and such use does not violate the privacy or other rights of any person to which the data may pertain, and that the outputs are appropriate for Customer’s desired use of the OpenAI Third-Party Functionality.

Customer shall: (a) be responsible for its use and compliance with this Addendum and the OpenAI Terms of Use; (b) be solely responsible for the accuracy, quality, integrity and legality of any content Customer provides

to or makes available in or via the OpenAI Third-Party Functionality and of the means by which Customer acquired such content; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the OpenAI Third-Party Functionality, and notify Orion promptly of any such unauthorized access or use, and (d) use the OpenAI Third-Party Functionality only in accordance with applicable laws and government regulations, and any additional instruction manuals or documentation which Orion may make available or provide. Customer will comply with all applicable laws, rules and regulations while accessing or using the OpenAI Third-Party Functionality.

Customer shall not: (a) make the OpenAI Third-Party Functionality available to anyone other than itself; (b) sell, resell, rent or lease the OpenAI Third-Party Functionality; (c) interfere with or disrupt the integrity or performance of the OpenAI Third-Party Functionality; (d) permit any third party to access the OpenAI Third-Party Functionality; (e) create derivative works based on the OpenAI Third-Party Functionality; (f) attempt to gain unauthorized access to the OpenAI Third-Party Functionality; (g) use the OpenAI Third-Party Functionality, for commercial software hosting services; (h) access the OpenAI Third-Party Functionality, in order to build a competitive product or service, or copy any features, functions or graphics of the OpenAI Third-Party Functionality; or (i) work around any technical limitations in the OpenAI Third-Party Functionality.

It shall be Customer's responsibility to be familiar with and abide by all applicable local, national and international laws and regulations (including but not limited to policies and laws related to the privacy of personal information) in relation to the use of the OpenAI Third-Party Functionality. Customer is solely responsible for all acts or omissions that occur under Customer's login for use of the OpenAI Third-Party Functionality. Orion does not and will not interpret any laws, rules, or regulations for Customer, and Customer is ultimately responsible for making informed decisions regarding the data collection of Customer's users and the legalities of such collection, use or disclosure. Customer represents, covenants, and warrants that Customer shall use the OpenAI Third-Party Functionality only in compliance with this Addendum.

Customer hereby releases and agrees to hold Orion harmless from all claims, liabilities, losses, damages, attorney's fees and expenses of any kind resulting from (i) the release of and providing access to Customer's client data to OpenAI in connection with the OpenAI Third-Party Functionality, (ii) Customer's use of and access to the OpenAI Third-Party Functionality, (iii) OpenAI's actions or inactions, (iv) any manipulation, alteration or changes to the data by OpenAI, and (v) actions taken by Orion in reliance on communications and instructions received from Customer.

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