

# Milliarium Portfolio Management

## Subscription User Agreement

*Last Updated: June 4, 2026*

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**IMPORTANT — PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, A CLASS-ACTION WAIVER, A LIMITATION OF LIABILITY, AND AN INDEMNIFICATION OBLIGATION THAT AFFECT YOUR LEGAL RIGHTS.**

This Subscription User Agreement (“Agreement”) is entered into by and between Milliarium LLC, a Pennsylvania limited liability company located at Five Waterford Lane, West Brandywine, PA 19335 (“Milliarium,” “we,” “us,” or “our”), and the person or entity that registers for, accesses, or uses the Service (“Customer,” “you,” or “your”). It governs your access to and use of the Milliarium Portfolio Management software-as-a-service application, related websites, APIs, documentation, and support (the “Service”).

**BY CLICKING “I AGREE,” CREATING AN ACCOUNT, STARTING A FREE TRIAL, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ACCEPT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND IT. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.**

### 1. Eligibility & Accounts

You must be 18 or older and able to form a binding contract. You are responsible for all activity under your account and for safeguarding your credentials, and you must notify us promptly of any unauthorized use. You agree to provide accurate, current, and complete information.

### 2. License & Subscription

Subject to your compliance with this Agreement and payment of all applicable fees, Milliarium grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service during your subscription term solely for your internal business purposes. The Service is licensed, not sold; Milliarium and its licensors retain all right, title, and interest in and to the Service, including all related intellectual property rights.

### 3. Acceptable Use

You shall not, and shall not permit any third party to: (a) copy, modify, or create derivative works of the Service; (b) reverse engineer, decompile, or attempt to derive the source code of the Service, except to the extent permitted by law; (c) resell, sublicense, rent, lease, or provide the Service to third parties as a service bureau; (d) access the Service to build a competing product; (e) interfere with or disrupt the integrity or performance of the Service; (f) introduce malware or attempt to gain unauthorized access; (g) use the Service in violation of any applicable law or regulation; or (h) remove or obscure any proprietary notices.

### 4. Customer Data

You retain ownership of the data, content, and information you submit to the Service (“Customer Data”) and grant Milliarium a worldwide, royalty-free license to host, copy, process, transmit, and display Customer Data as necessary to provide, maintain, secure, and improve the Service. You are solely responsible for the accuracy, quality, legality, and your rights to use Customer Data, and for maintaining your own backups. Milliarium is not a system of record and shall have no liability for any loss, corruption, or unavailability of Customer Data.

### 5. Fees, Payment & Taxes

You agree to pay all fees for the subscription plan you select. Except as expressly stated, all fees are non-cancelable and non-refundable. Subscriptions automatically renew for successive periods unless cancelled before the end of the then-current term, and you authorize us and our payment processor to charge your payment method on a recurring basis. Fees are exclusive of taxes, which are your responsibility other than taxes on Milliarium’s net income. Late or failed payments may result in suspension or termination. Founding-member and promotional pricing are subject to the terms presented at the time of purchase.

## **6. Free Trial**

Any free trial is provided “as is,” may be modified or discontinued at any time, and carries no warranties of any kind. At the end of the trial, your subscription will not begin unless you elect a paid plan.

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

The Service may interoperate with third-party products or services. Milliarium is not responsible for and does not warrant any third-party services, and your use of them is governed by their own terms.

## **8. Term, Suspension & Termination**

This Agreement begins when you first accept it and continues until all subscriptions have expired or been terminated. We may suspend or terminate your access immediately if you breach this Agreement, fail to pay, or if your use poses a security or legal risk. Either party may terminate for material breach not cured within 30 days of written notice. Upon termination, your license ends and you must cease using the Service. Provisions that by their nature should survive (including Sections 4, 9–14) survive termination.

## **9. Disclaimer of Warranties**

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MILLIARIUM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. THE SERVICE’S PROJECT-MANAGEMENT, COST, EARNED-VALUE, AND RELATED ANALYTICAL TOOLS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE FINANCIAL, ACCOUNTING, LEGAL, OR PROFESSIONAL ADVICE. YOU ARE SOLELY RESPONSIBLE FOR ALL DECISIONS AND OUTCOMES BASED ON YOUR USE OF THE SERVICE OR ITS OUTPUTS.

## **10. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MILLIARIUM AND ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MILLIARIUM’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU TO MILLIARIUM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED U.S. DOLLARS (\$100) IF NO FEES WERE PAID. THESE LIMITATIONS APPLY REGARDLESS OF THE THEORY OF LIABILITY AND FORM AN ESSENTIAL BASIS OF THE BARGAIN.

## **11. Indemnification by Customer**

You agree to defend, indemnify, and hold harmless Milliarium LLC and its members, officers, employees, contractors, agents, affiliates, successors, and assigns (collectively, the “Milliarium Parties”) from and against any and all claims, demands, suits, proceedings, losses, liabilities, damages, judgments, settlements, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) your access to or use of the Service; (b) Customer Data or any content you submit, store, or transmit; (c) your violation of this Agreement or any applicable law or regulation; (d) your violation of any rights of a third party, including intellectual property, privacy, or publicity rights; (e) any decision, action, or omission you make in reliance on the Service or its outputs; or (f) any dispute between you and any third party. Milliarium will provide prompt notice of any such claim; you will assume control of the defense with counsel reasonably acceptable to Milliarium; and you may not settle any claim in a manner that imposes any obligation or admission on a Milliarium Party without its prior written consent.

## **12. Dispute Resolution; Arbitration; Class-Action Waiver**

This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict-of-laws rules. Any dispute arising out of or relating to this Agreement or the Service will be resolved by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, seated in Chester County, Pennsylvania, and judgment on the award may be entered in any court of competent jurisdiction.

**ALL CLAIMS MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.**

Notwithstanding the foregoing, either party may seek injunctive or equitable relief in the state or federal courts located in Chester County, Pennsylvania to protect its intellectual property or confidential information, and you consent to the exclusive jurisdiction and venue of such courts. Any claim must be brought within one (1) year after it arises, or it is permanently barred.

### **13. Modifications**

We may modify, update, or discontinue features of the Service at any time. We may revise this Agreement from time to time by posting an updated version with a new "Last Updated" date; your continued use of the Service after changes become effective constitutes acceptance of the revised Agreement.

### **14. General**

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements regarding its subject matter. If any provision is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable. Failure to enforce any provision is not a waiver. You may not assign this Agreement without our prior written consent; we may assign it freely, including in connection with a merger, acquisition, or sale of assets. Neither party is liable for any failure or delay due to causes beyond its reasonable control. The parties are independent contractors. Legal notices to Milliarium must be sent to Milliarium LLC, Five Waterford Lane, West Brandywine, PA 19335, or support@milliarium.org.

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By accessing or using Milliarium Portfolio Management, you acknowledge that you have read and agree to this Subscription User Agreement.

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