

CapitalVest Terms and Conditions of Service

Effective Date: October 25, 2025

IMPORTANT NOTICE: These Terms and Conditions (the "Terms") constitute a legally binding agreement between you ("User," "you," or "your") and CapitalVest, operating as an online investment advisory and brokerage platform ("CapitalVest," "we," "us," or "our").

BY ACCESSING OR USING ANY PART OF THE CAPITALVEST SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE OR ACCESS THE SERVICE.

1. Description of Service

CapitalVest provides an automated, technology-driven investment platform that utilizes proprietary algorithms, including the **Behavioral-Quant (B-Q) Engine**, to offer portfolio construction, rebalancing, and behavioral nudges designed to promote long-term investment discipline.

1.1. Nature of the Service

Our service provides **algorithmic investment recommendations** based on the financial information you provide. **CapitalVest IS NOT a provider of personalized financial planning or individualized tax advice.** All investment decisions remain solely your responsibility. The B-Q Engine's "Behavioral Shield" features are tools to mitigate emotional biases and do not constitute a guarantee of positive returns or protection against loss.

1.2. Investment and Custody

All securities transactions and custody of assets are managed through our regulated partner clearing brokers and custodians, which will be disclosed to you upon account opening.

2. User Eligibility and Account Requirements

2.1. Eligibility

You must be at least eighteen (18) years of age, or the age of majority in your jurisdiction, and have the legal capacity to enter into a binding contract to use the Service. You must also be a resident of a jurisdiction where the Service is legally offered.

2.2. Account Information and Security

You agree to:

1. Provide accurate, current, and complete information during the registration process and keep this information updated.

2. Maintain the confidentiality of your account credentials (username and password).
3. Immediately notify CapitalVest of any unauthorized use of your account.
4. Be fully responsible for all activities that occur under your account.

3. Risks and Disclosures

3.1. General Investment Risk

INVESTING IN SECURITIES INVOLVES RISK OF LOSS, AND PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS. Market values can fluctuate, and you may lose money.

3.2. Algorithmic Risk

While our B-Q Engine is designed to enhance portfolio efficiency and mitigate behavioral risk, it is based on computational models and historical data. **Algorithmic models, adaptive strategies, and factor-based indexing may not perform as expected under all market conditions, especially during unforeseen "Black Swan" events or novel market dynamics.**

3.3. Liquidity and Transaction Risk

You acknowledge that market conditions may make it difficult or impossible to execute transactions at expected prices or at all. CapitalVest is not liable for losses resulting from market volatility or delays in trade execution.

4. Fees, Compensation, and Reporting

4.1. Management Fees

CapitalVest charges an annual, assets-under-management (AUM) advisory fee, as detailed in the separate **CapitalVest Fee Schedule**. This fee is typically calculated daily and charged monthly or quarterly.

4.2. Brokerage Costs

You are responsible for paying any transaction costs, brokerage commissions, or regulatory fees incurred through our third-party custodians or brokers.

4.3. Reporting

CapitalVest will provide periodic statements detailing account activity, portfolio holdings, performance, and fees, in compliance with applicable regulatory requirements.

5. Intellectual Property and Use of the Service

5.1. Ownership

All content, features, and functionality of the Service, including the B-Q Engine, algorithms,

software, trade secrets, and intellectual property, are the exclusive property of CapitalVest and its licensors.

5.2. Prohibited Conduct

You agree not to:

- Reverse engineer, disassemble, or decompile any part of the Service.
- Use any robot, spider, or other automated means to access the Service for any purpose without our express written permission.
- Use the Service for any illegal or unauthorized purpose.

6. Disclaimers of Warranties

THE CAPITALVEST SERVICE, INCLUDING ALL CONTENT, ALGORITHMS, AND TOOLS, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. CAPITALVEST EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

CAPITALVEST DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

7. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CAPITALVEST, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, OR USE, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SERVICE, EVEN IF CAPITALVEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Governing Law and Dispute Resolution

8.1. Governing Law

These Terms shall be governed by and construed in accordance with the laws of **[Insert Governing Jurisdiction, e.g., the State of Delaware]**, without regard to its conflict of law principles.

8.2. Mandatory Arbitration

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL BE SETTLED BY BINDING ARBITRATION administered by **[Insert Arbitration Body, e.g., the American Arbitration Association]** in accordance with its commercial arbitration rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. You and CapitalVest agree that any arbitration will be conducted on an individual basis and not in a class, consolidated, or representative action.

9. Changes to the Terms

We reserve the right to modify these Terms at any time. If we make material changes, we will notify you by posting the updated Terms on the platform and updating the "Effective Date." Your continued use of the Service after such modifications constitutes your acceptance of the revised Terms.

10. Contact Information

For any questions or concerns regarding these Terms, please contact us at:

Email: legal@capitalvest.com

Mailing Address:

1411 Winchester Way #8, Altoona, WI 54720, United States