

END USER LICENSE AGREEMENT (EULA)

Analytical Investments LLC – Omega AI & Related Services

Effective Date: September 04, 2025

1. DEFINITIONS

For the purposes of this End User License Agreement ("Agreement" or "Terms"), the following terms shall have the meanings set forth below. All other terms used herein shall have their ordinary meaning unless otherwise specified.

- **"Affiliates"** means any entity that directly or indirectly controls, is controlled by, or is under common control with Analytical Investments LLC.
- **"AI Outputs"** means any content, data, analyses, summaries, reports, recommendations, or other materials generated by the Services, including but not limited to those produced by Omega AI or integrated third-party tools.
- **"Company", "we", "us", or "our"** refers to Analytical Investments LLC, a Rhode Island limited liability company, and its Affiliates, officers, directors, employees, agents, contractors, successors, and assigns.
- **"Content"** means all text, images, videos, data, market information, educational materials, dashboards, summaries, and other resources provided through the Services.
- **"Discord Server"** means any community forum or server operated by or on behalf of the Company, including but not limited to Discord channels associated with the Services.
- **"Educational Purpose"** means use solely for personal learning, informational, and non-commercial purposes, without reliance for any financial, legal, tax, or professional decisions.
- **"Force Majeure Event"** means any event beyond the reasonable control of the Company, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, earthquakes, pandemics, epidemics, cyberattacks, data breaches, power outages, network failures, AI malfunctions, regulatory changes, market disruptions, supply chain interruptions, or third-party service failures.
- **"Intellectual Property" or "IP"** means all patents, trademarks, service marks, copyrights, trade secrets, software, algorithms, models, databases, designs, know-how, and other proprietary rights, whether registered or unregistered.
- **"Omega AI"** means the ChatGPT-powered chatbot component of the Services that functions as a financial analyst tool for data analysis, market summaries, and educational insights, explicitly not as an investment advisor.
- **"Prohibited Conduct"** means any use of the Services that violates these Terms, applicable laws, or third-party rights, as further detailed in Section 5.

- **"Services"** means all products, features, and offerings provided by the Company, including but not limited to Omega AI, dashboards, market information and data, daily AI-generated market summaries, educational reading and video content, TradingView suite integration, user accounts, the Discord Server, and any related websites, applications, APIs, or tools, whether accessed on a free basic level or via the "Ultra" subscription.
- **"Subscription"** means the paid "Ultra" tier providing full access to the Services for a fee of \$5 per month, subject to the terms in Section 7.
- **"Third-Party Services"** means any external tools, data sources, or integrations used in the Services, including but not limited to ChatGPT, Financial Modeling Prep, TradingView, publicly available online sources, news outlets, and any other third-party APIs or content.
- **"User", "you", or "your"** means any individual or entity accessing or using the Services, including free users and Subscribers.
- **"User Data"** means any information, data, prompts, inputs, feedback, or content provided by you through the Services, including but not limited to personal information, financial data, queries, interactions, and usage patterns.

2. ACCEPTANCE OF TERMS

By accessing, using, registering for, subscribing to, or interacting with the Services (including creating a user account, purchasing the Ultra subscription, or joining the Discord Server), you agree to be bound by this Agreement in its entirety. Consent is evidenced by: (a) clicking "I Agree" or checking a box during account creation, subscription purchase, data usage acknowledgment, or other designated actions; (b) where applicable, providing an electronic signature; or (c) continued use of any or all Services. We may maintain electronic records of your consent (e.g., timestamps, IP addresses), which you agree are legally binding under applicable laws, including the U.S. E-SIGN Act and Uniform Electronic Transactions Act (UETA). If you do not agree, you must immediately cease use and delete your account. Explicit consent via clickwrap may be required for account creation, Ultra subscription, data usage consent, and acknowledgment of no investment advice.

3. DESCRIPTION OF SERVICES

The Services provide an all-in-one platform primarily for individual investors, with a niche focus on beginners and novices seeking educational and informational tools. Key features include:

- **Omega AI:** A ChatGPT-powered chatbot that analyzes data and generates market summaries, acting solely as an educational financial analyst tool, not an advisor.
- **Dashboard:** Interactive interface for viewing market information and data.
- **Daily Market Summary:** AI-generated overviews of market events for educational purposes.
- **Educational Content:** Reading materials and videos on financial topics.

- TradingView Suite: Integrated tools for charting and analysis.
- User Accounts: Personalized access and tracking.
- Discord Server: Community forum for discussions (subject to additional community guidelines).
- Basic Free Access: Limited features without subscription.
- "Ultra" Subscription: Full access for \$5 per month.

All features are provided for Educational Purposes only and are subject to availability, modification, or discontinuation at our sole discretion.

4. NO INVESTMENT ADVICE; EDUCATIONAL PURPOSE ONLY

Absolute Disclaimer on Advice: The Services, including Omega AI and all AI Outputs, are provided strictly for general educational and informational purposes. Nothing in the Services constitutes, or should be construed as, investment advice, financial advice, legal advice, tax advice, accounting advice, fiduciary guidance, or any personalized recommendation. Omega AI functions as a data analysis tool and market summarizer, not as a licensed advisor or professional consultant.

No Reliance Permitted: You must not rely on any Content, AI Outputs, or Services for making financial decisions, investments, trades, or any actions with real-world consequences. All financial markets involve inherent risks, including loss of capital, volatility, economic downturns, regulatory changes, and unforeseen events. You acknowledge that investing is speculative and that you bear sole responsibility for your decisions.

AI-Specific Risks and Disclaimers: As an AI-powered service integrated with Third-Party Services like ChatGPT and Financial Modeling Prep, the Services may produce inaccuracies, hallucinations (fabricated information), biases from training data, outdated information, logical errors, or incomplete analyses. We disclaim all liability for such issues. You agree that any apparent "advice-like" outputs resulting from your prompts, inputs, or misuse are not advice and are your sole responsibility.

No Client or Fiduciary Relationship: Your use of the Services does not create any advisor-client, fiduciary, professional, or confidential relationship with the Company. We are not registered as an investment advisor under the U.S. Investment Advisers Act of 1940 or any similar laws.

User Affirmation: By using the Services, you affirm that you understand these disclaimers and will independently verify all information before any action.

5. USER ELIGIBILITY, RESPONSIBILITIES, AND PROHIBITED CONDUCT

Eligibility: You must be at least 18 years old, of sound mind, and possess full legal capacity to use the Services. You represent that you are not located in a sanctioned country or prohibited jurisdiction under U.S. export laws (e.g., EAR/ITAR), and that you are not a restricted party under any applicable regulations. The Services are intended for individual investors only; use by financial professionals, institutions, or entities requires our prior written approval.

Responsibilities: You agree to:

- Provide accurate information during account creation and use.
- Comply with all applicable laws, including securities, investment, tax, consumer protection, data privacy (e.g., GDPR, CCPA if applicable), and anti-money laundering laws.
- Not share sensitive personal or financial data (e.g., account numbers, social security numbers) through the Services; you do so at your own risk.
- Independently verify all AI Outputs and Content.
- Maintain the security of your user account and notify us immediately of any unauthorized access.

Prohibited Conduct: You shall not:

- Use the Services for any non-Educational Purpose, including commercial exploitation, algorithmic trading, or automated decision-making.
- Misuse prompts to generate advice-like outputs or manipulate AI for prohibited ends.
- Generate, disseminate, or use Content that is unlawful, defamatory, discriminatory, harassing, obscene, infringing, or offensive.
- Reverse-engineer, decompile, disassemble, scrape, crawl, data mine, or exploit the Services or AI models.
- Copy, distribute, sublicense, resell, rent, lease, or create derivative works from the Services or Content.
- Input data that infringes third-party rights, contains malware, viruses, or harmful code.
- Use the Services to train competing AI models, compete with the Company, or for benchmarking without permission.
- Violate Third-Party Services terms (e.g., ChatGPT's policies).
- Engage in high-volume automated queries, DDoS attacks, or actions that overburden the system.
- Impersonate others, spam, or disrupt the Discord Server.
- Use outputs as the basis for financial transactions without independent professional verification.
- Access the Services from prohibited jurisdictions or for illegal purposes.

Violation of this Section may result in immediate termination, legal action, and reporting to authorities.

User Representations and Warranties: You represent and warrant that: (a) your User Data does not infringe any rights; (b) you have all necessary consents for any data shared; and (c) you will indemnify us for any breaches.

6. SUBSCRIPTIONS AND PAYMENTS

Free Access: Basic features are available at no cost, subject to limitations and our discretion.

"Ultra" Subscription: Full access requires a monthly subscription of \$5 USD, billed automatically via third-party payment processors (Stripe, as of September 2025). Subscriptions auto-renew unless canceled at least 24 hours before the renewal date.

Payment Terms: You authorize recurring charges and agree to provide valid payment information. All fees are non-refundable, even for partial months or unused periods. We may adjust fees with 30 days' notice. Taxes, if applicable, are your responsibility.

Cancellation and Refunds: You may cancel anytime via your account; access ends at the billing period's close. No refunds for cancellations, downtime, or dissatisfaction.

Billing Disputes: Disputes must be raised within 60 days; failure waives rights.

We disclaim liability for payment processor errors or security issues.

7. SOURCES OF INFORMATION AND THIRD-PARTY SERVICES

The Services integrate and display data from Third-Party Services, including ChatGPT, Financial Modeling Prep, TradingView, public sources, and news outlets. We do not control, endorse, or verify such content.

Disclaimers: We make no guarantees regarding the accuracy, timeliness, completeness, reliability, or availability of third-party data. Data may become outdated instantly; we are not obligated to update it. All third-party rights remain with their owners; you agree to comply with their terms.

Liability Shift: You indemnify us against claims arising from your use of Third-Party Services. We are not liable for any interruptions, errors, or harms from third-party integrations.

8. INTELLECTUAL PROPERTY RIGHTS

Ownership: All IP in the Services, including software, algorithms, AI models, dashboards, Content, Omega AI, names ("Omega AI," "Analytical Investments"), branding, and derivatives, is exclusively owned by the Company or its licensors. No title transfers to you.

Limited License: We grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Services for personal Educational Purposes only, during the term of your access or Subscription.

Restrictions: You may not modify, reproduce, distribute, archive, share, or use the Services or Content beyond this license. AI Outputs remain our IP; you have no ownership or rights therein.

Trademark Protection: Even if unregistered, you agree not to use, register, or claim any confusingly similar marks to "Omega AI" or "Analytical Investments." You will report any suspected infringements to us.

Audit Rights: We may audit your use to ensure compliance, and you agree to cooperate.

Infringement: If you infringe our IP, we may seek injunctive relief, damages, and attorneys' fees.

9. USER DATA AND PRIVACY

Collection and Use: By using the Services, you grant us a perpetual, irrevocable, worldwide, royalty-free license to collect, store, use, process, analyze, and disclose User Data for any purpose, including internal analytics, improving the Services, AI training, research, compliance, or as we deem fit. As of September 04, 2025, we have no intent to sell User Data, but we reserve all rights.

Sensitive Data Warning: Do not share sensitive data (e.g., financial account details, health info); you do so at your own risk. We disclaim all liability for breaches, losses, or misuse of such data.

Privacy Policy: Your use is also governed by our Privacy Policy (available on our website), which may be updated. Key points: We collect all feasible data (e.g., prompts, usage, IP addresses); retention is indefinite; sharing may occur with Affiliates or for legal reasons. We comply with applicable laws but make no guarantees.

Data Security: We implement reasonable measures but do not guarantee security against breaches. You release us from liability for unauthorized access beyond our control.

Consent: You consent to all data practices herein; opt-out may require terminating use.

10. DISCLAIMERS

AS-IS BASIS: The Services are provided "AS IS" and "AS AVAILABLE," without warranties of any kind, express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement, title, or uninterrupted use.

No Guarantees: We do not guarantee performance, uptime, results, error-free operation, or freedom from viruses/malware. AI Outputs may be inaccurate or biased; market data is illustrative only.

Risk Acknowledgment: You acknowledge all risks of using AI tools, including hallucinations, data inaccuracies, and integration failures with Third-Party Services.

Regulatory Disclaimer: We are not regulated by bodies like the SEC; use does not imply compliance with any financial regulations.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Company and its Affiliates shall not be liable for any damages whatsoever, including direct, indirect, incidental, special, consequential, punitive, exemplary, or other damages (e.g., lost profits, data loss, emotional distress, business interruption), arising from or related to the Services, even if advised of the possibility.

Aggregate Cap: Our total liability shall not exceed the lesser of: (a) \$5 USD; or (b) the total fees paid by you in the 12 months preceding the claim. This cap applies regardless of theory (contract, tort, negligence, etc.).

Exclusions: No liability for third-party actions, Force Majeure Events, or your misuse. Limitations apply except where prohibited by law (e.g., for gross negligence in some jurisdictions).

12. HOLD HARMLESS AND RELEASE

You hereby irrevocably release, discharge, waive, and hold harmless the Company and its Affiliates from any and all claims, demands, actions, damages, losses, liabilities, costs, or expenses (known or unknown, suspected or unsuspected) arising from:

- Your use, misuse, or reliance on the Services, Content, or AI Outputs.
- Any financial, personal, professional, or other decisions.
- Data breaches, inaccuracies, or AI malfunctions.
- Interactions on the Discord Server or with other users.
- Any other incidents that do not directly violate Federal or Rhode Island state laws

This release is perpetual and applies to successors/assigns. You waive rights under laws like California Civil Code §1542 (unknown claims).

13. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company and its Affiliates from any and all third-party claims, losses, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising from:

- Your use or misuse of the Services.
- Your violation of these Terms, laws, or third-party rights.
- Your User Data or inputs.
- Any reliance on AI Outputs or Content.
- Government investigations or regulatory actions related to your activities.

You will cooperate in defense; we may assume control at your expense.

14. FORCE MAJEURE

We shall not be liable for any delay, failure, or interruption caused by a Force Majeure Event. We will make reasonable efforts to mitigate but owe no compensation.

15. TERMINATION

We may suspend, terminate, or restrict your access or Subscription at any time, for any reason or no reason, without notice or liability (e.g., for violations, non-payment, or inactivity). Upon termination:

- All licenses end.
- You must cease use and delete Content.
- We may retain User Data.
- No refunds.

Provisions surviving termination include Sections 4, 7-13, 15-21.

16. DISPUTE RESOLUTION

Binding Arbitration: All disputes arising from or related to these Terms or the Services shall be resolved exclusively by binding arbitration under the American Arbitration Association (AAA) Commercial Rules, in Newport County, Rhode Island. The arbitrator's decision is final and enforceable in court.

Class Action Waiver: You waive rights to class, collective, or representative actions, jury trials, or consolidation. Disputes are individual only.

Small Claims Carve-Out: Claims under \$10,000 may be brought in small claims court in Newport County, Rhode Island.

Attorneys' Fees and Liquidated Damages: If you violate this Section (e.g., by filing in court), you agree to pay our attorneys' fees and liquidated damages of \$10,000 as a reasonable pre-estimate of harm (not a penalty).

Statute of Limitations: Claims must be brought within one year of accrual.

17. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Rhode Island, without regard to conflicts of law principles. Exclusive venue for non-arbitrable matters is in state or federal courts in Newport County, Rhode Island. You consent to personal jurisdiction therein.

18. EXPORT COMPLIANCE

You agree to comply with U.S. export laws; the Services may not be used in prohibited countries or by restricted parties.

19. ACCESSIBILITY AND MISCELLANEOUS

Accessibility: We aim for reasonable accessibility but make no warranties under laws like the ADA.

No Assignment: You may not assign rights without our written consent; we may assign freely.

No Waiver: Our failure to enforce any provision is not a waiver.

Notices: Notices to us via email (contact@analyticalinvestments.com); to you via email or in-app.

Headings: For convenience only.

20. MODIFICATIONS

We may modify these Terms at any time by posting updates on our website or notifying you. Continued use constitutes acceptance. Check periodically.

21. SEVERABILITY

If any provision is held invalid or unenforceable, the remainder shall remain in effect. We may replace invalid provisions with valid ones approximating intent.

22. ENTIRE AGREEMENT

This Agreement, including the Privacy Policy, constitutes the entire understanding, superseding all prior agreements. No oral modifications.

Finalized and Issued by: Analytical Investments LLC, Version 1.0, September 04, 2025