TERMS OF SERVICE & ACCOUNT CONDITIONS

PLATFORM ACCESS, USER AGREEMENT & MANDATORY DISCLOSURES

IMPORTANT LEGAL NOTICE: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY CREATING AN ACCOUNT, CHECKING THE "I AGREE" BOX, ACCESSING THE DASHBOARD, OR UTILIZING ANY SOFTWARE ARCHITECTURE PROVIDED BY THESIS FINANCIAL TECHNOLOGIES LLC, YOU ARE EXPRESSLY CONCLUDING A LEGALLY BINDING CONTRACT. IF YOU DO NOT AGREE TO EVERY CLAUSE DRAFTED HEREIN, YOU ARE STRICKEN OF LICENSE AND PROHIBITED FROM CREATING AN ACCOUNT OR ENTERING THE PLATFORM.

These Terms of Service and Account Conditions (this **"Agreement"**) govern all digital, systemic, and analytical access to the proprietary software platform hosted, maintained, and operated by **Thesis Financial Technologies LLC**, a Missouri limited liability company with primary office vectors out of Chesterfield, Missouri (the **"Company"**). This Agreement applies universally to all account creators, independent users, institutional operators, and trial sandbox participants (each, a **"User"**).

1. ACCOUNT CREATION, CLICKWRAP BINDING, AND AUTHENTICATION SECURITY

To access the institutional financial analytics engine, data pipelines, or visualization modules (the **"Platform"**), Users must register a unique system profile. By clicking "I Agree," "Register," or "Create Account," the User executes a formal clickwrap agreement carrying the exact identical legal weight of a signed written manifest. The User represents that all data supplied during onboarding is accurate. User carries absolute accountability for preserving the confidentiality of account keys, API authorization tokens, and authentication parameters. Any platform commands, calculations, or data exports initiated under a User's security profile are attributed directly and exclusively to that User. User shall immediately notify the Company of any unauthorized token breach.

2. ABSOLUTE ANTI-REPLICATION, SCRAPING, AND REVERSE ENGINEERING BAR

(a) Prohibition of Extraction and Decomposition.

The User is granted a restrictive, non-exclusive, non-transferable, instantly revocable personal license to view the Platform output. User is explicitly, strictly, and absolutely barred from: (i) reverse engineering, decompiling, disassembling, or otherwise attempting to extract, decipher, or recreate the source code, Python operational architectures, or layout configurations powering the execution stack; (ii) intercepting or parsing API calls flowing between the frontend interface and the underlying Data Abstraction Layer; and (iii) extracting or reverse-engineering system prompt arrays, chaining patterns, model routing logic, or threshold alert budget boundaries.

(b) Complete Ban on System Replication and Competitive Cloning.

User covenants and agrees that they shall not use access to the Platform, its structural aesthetics, user experiences, analytics graphs, data aggregation formats, or logical workflows to construct, outline, coordinate, or assist any third party in constructing a parallel, cloned, replicated, or competitive software platform. This restriction applies globally and survives the formal deletion or closure of the User's account permanently.

(c) Scraping and Harvester Blockades.

User shall not run, deploy, or link any automated data-harvesting tools, bots, web-spiders, or programmatic text scrapers to pull platform outputs or predictive modeling metrics. Any detected systematic query iteration designed to map or cache the platform's proprietary data structures will result in immediate profile termination and legal escalation under the Computer Fraud and Abuse Act (CFAA).

3. EXPLICIT FINTECH DISCLOSURES & FIDUCIARY DISCLAIMER

(a) Not a Registered Investment Advisor.

The Company is a pure software technology developer and is not a Registered Investment Advisor (RIA), a licensed broker-dealer, a commodity trading advisor, or a designated financial fiduciary under any state or federal jurisdiction. The Platform does not execute trade orders, hold client asset clearings, or manage discretionary retail or institutional capital pools.

(b) No Financial, Legal, or Tax Advice.

All metrics, predictive indicators, algorithmic data pipelines, automated alert distributions, and mathematical modeling values generated by the Platform are populated purely for professional educational and informational assistance. No output constitutes a customized recommendation or a solicitation to buy, sell, short, or hold any security asset, equity, option, or derivative instrument. User acknowledges that historical model backtesting is not indicative of future market outcomes.

(c) Data Feed Imperfections.

The Platform ingests, normalizes, and chains external public filings, commercial registry metrics, and third-party institutional market feeds. The Company assumes zero liability for the sequential accuracy, precision, latency, or completeness of raw data parsed through its systems. The User operates with the absolute operational mandate to manually confirm and audit all data metrics before using them in live wealth management workflows or advising third-party retail investors.

4. INTELLECTUAL PROPERTY PROTECTION & ASSET LOCKING

The Company retains exclusive, undivided ownership over all structural, design, and technical intellectual property embedded within the Platform. This includes, without limitation, all software code, layout mockups, text embedding configurations, pre-warmed system data caches, programmatic weights, mathematical abstractions, and system logos. User retains rights over raw data manually typed or uploaded into their instance, but grants the Company an irrevocable, non-terminable, royalty-free license to anonymize and aggregate such data inputs to continuously refine model intelligence, latency vectors, and overall platform caching structures.

5. SUSPENSION AND ACCOUNT TERMINATION

The Company reserves the unilateral right, without prior warning, explanation, or financial penalty, to suspend, terminate, or completely delete any User account that the Company suspects, in its sole operational discretion, is violating any provision of these Terms, attempting reverse engineering, demonstrating anomalous API querying frequency, or acting in a manner detrimental to the platform's infrastructure stability. Upon termination, all access tokens are permanently invalidated.

6. WARRANTY ABSOLUTES & COMPLETE "AS-IS" STATUS

THE PLATFORM IS LICENSED AND DELIVERED STRICTLY ON AN "AS-IS" AND "AS-AVAILABLE" LEGAL BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MISSOURI LAW, THE COMPANY EXPLICITLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR CONSEQUENTIAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SYSTEM SECURITY LONGEVITY. THE COMPANY DOES NOT WARRANT THAT THE ARCHITECTURE WILL BE UNINTERRUPTED, COMPLETELY ERROR-FREE, OR ABSOLUTELY IMMUNE FROM UPSTREAM MODEL LATENCY DROP-OUTS OPERATED BY FOUNDATIONAL PROVIDERS.

7. ABSOLUTE LIABILITY SHIELD & CAPS

UNDER NO CIRCUMSTANCES SHALL THESIS FINANCIAL TECHNOLOGIES LLC, ITS FOUNDER, OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES—INCLUDING LOSS OF ADVISOR REVENUE, CLIENT CAPITAL DRAWDOWNS, OR SYSTEM DATA WIPES—ARISING FROM THE USE OR MISUSE OF THE PLATFORM. THE TOTAL INDIVISIBLE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY FOR ANY DISPUTE, INCIDENT, OR SUIT SHALL BE STRICTLY LIMITED TO AND SHALL NOT EXCEED ONE HUNDRED DOLLARS ($100.00 USD) OR THE EXACT AMOUNT OF FEES PAID BY THE INDIVIDUAL USER TO THE COMPANY DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE APPARENT BREACH, WHICHEVER IS GREATER.

8. MANDATORY INDEMNIFICATION

User agrees to fully indemnify, defend, and hold harmless Thesis Financial Technologies LLC, its managing members, and developer agents against any and all legal claims, losses, structural liabilities, costs, or attorney fees arising directly out of: (i) User's breach of the anti-reverse engineering or competitive replication bans; (ii) User's mismanagement of their security authentication tokens; or (iii) any investment or trading losses incurred by the User or the User's retail clients linked to the utilization of platform output data.

9. GOVERNING LAW, VENUE, AND SEVERABILITY

These Terms, along with the legal binding of the clickwrap environment, shall be interpreted, governed, and structured entirely in accordance with the laws of the State of Missouri, without reference to its conflict of law tenets. Any formal complaint, lawsuit, or arbitration arising from this platform architecture shall be litigated exclusively within the federal or state courts holding jurisdiction over St. Louis County, Missouri. If any specific paragraph or subsection of this Agreement is held invalid or unenforceable by an active court of law, that segment shall be severed, and the remaining legal covenants shall retain full, unimpaired force and binding effect.