

Terms and Conditions

These Terms and Conditions (“Terms”) are applicable to the provision of the Services provided by “DA Inv LLC” (“Company”, “we” or “us”) to its Clients through the Application.

THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO THE COMPANY’S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN THESE TERMS. FOR THE AVOIDANCE OF DOUBT, NONE OF THE FOREGOING, NOR ANY PROVISION SET FORTH IN THESE TERMS AND CONDITIONS, WAIVES ANY RIGHT TO WHICH YOU ARE ENTITLED UNDER ANY APPLICABLE FEDERAL SECURITIES LAWS, INCLUDING THE SECURITIES ACT AND THE ADVISERS ACT, THAT ARE NOT WAIVABLE AS A MATTER OF LAW.

I. Definitions.

The concepts contained in these Terms that begin with a capital letter will be understood with the meaning assigned to them in the corresponding definitions section.

“**Application**” means an electronic platform available at [Apple App Store](#) and [Android Play Store](#) through which Company provides its services as an investment adviser to Clients, and whose operation is governed by these Terms.

“**Investment Advice**” means the provision by Company, through the Service, of personalized or individualized recommendations or advice to the Client, suggesting that the Client make investment decisions on one or more of the Securities, which may be done at the request of the Client or at the initiative of the Company.

“**Client**” or “**you**” means the natural or legal person who, after registering in the Application, has requested the provision of the Services, entering into these Terms for such purpose.

“**Consideration**” means the payment that Company receives for the provision of its Investment Services, as set forth in Section XI of the Terms.

“**Password**” means a series of characters determined by the Client, linked to an email address, which together allow access to the Application.

“**Account**” means each profile that Company opens for the Client, under the Terms, for the provision of the investment services offered by Company.

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Business Day**” means a day other than Saturday, Sunday or any other day on which Securities Market Intermediaries do not provide services to the public by law or government resolution.

“**Investment strategy**” refers to the set of guidelines developed by Company to provide investment advisory services to its clients, based on the characteristics and conditions of the markets, securities and derivative financial instruments in which they intend to invest.

“**Securities Market Intermediary**” means financial entities authorized under national or foreign financial legislation to regularly and professionally perform (i) acts to bring together supply and demand for securities; (ii) the execution of transactions with securities on behalf of third parties as a broker, agent or in any other capacity, intervening in the corresponding legal acts on their own behalf or on behalf of third parties; and/or, (iii) the negotiation of securities on their own behalf with the general public or with other intermediaries acting in the same manner or on behalf of third parties.

“**Operations**” means each and every operation that the Client instructs Company to perform as a result of the investment advisory services, under the terms of these Terms. Operations will not exclude any activities that are performed by a Securities Market Intermediary.

“**Client Profile**” means the assessment that Company performs of the Client, in accordance with these Terms.

“**Investment Profile**” means the result of the assessment carried out by the Company regarding (i) the financial situation, knowledge and experience in financial matters of the Client, in the case of sophisticated clients, and (ii) the investment objectives of the Clients.

“**Product Profile**” means the analysis carried out by Company regarding each type of Financial Product based on the public information related to said Financial Product.

“**Financial Products**” means Securities, Investment Strategies or composition of the investment portfolio.

“**Investment Services**” means the regular and professional provision of investment advisory services and/or transmission of orders to Securities Market Intermediaries.

“**Securities**” means shares, equity interests, debentures, bonds, warrants, certificates, promissory notes, bills of exchange and other instruments, whether nominated or unnamed, whether or not registered with the Securities and Exchange Commission, which are issued in series or en masse and represent the share capital of a legal entity, an aliquot part of an asset or participation in a collective credit or any individual credit right, in accordance with the terms of applicable national or

foreign laws, or which are defined as “securities” by the SEC or the Securities Act of 1933 or Securities Exchange Act of 1934.

“**Services** ” means the services, content, tools, features, and functionality offered in or through the Application.

Company is registered as an investment adviser with the SEC, which you can verify at the following link: <https://adviserinfo.sec.gov/>

By accepting these Terms, you acknowledge that Company, in the provision of the Services, does not and will not perform intermediation with securities, nor will it receive deposits or keep custody of money or securities from Clients, except for what corresponds to the collection of fees or commissions for the Services provided.

II. Client Statements:

By accessing or using the Services, you are agreeing to these Terms. You must be 18 years of age or older to use the Services. By accessing or using the Services, you agree that you have full legal capacity to accept and comply with these Terms. You agree that the information and documents provided to Company for the creation of your Client Profile on the Application are correct, true and authentic. You also undertake to keep your information up to date and to notify the Company of any relevant changes.

You agree that the funds to be invested in connection with your use of the Services are your own and of legal origin, and you agree to comply with the applicable laws and regulations related to anti-money laundering or for counteracting financing of terrorism. You also understand that the recommended investments via the Services may generate both profits and losses, depending on market fluctuations, without any guaranteed return.

You have reviewed and agreed to the Risk Notice of Company, as well as your assigned Investment Profile and the implications that this entails. The Client also agrees that any payment for the services of Company must be made only to the accounts designated by the Company, and not through employees or representatives.

Finally, you acknowledge that the Company may temporarily suspend the Services if required by any authority, without prior notice. The email registered by the Client will be used to receive notifications related to these Terms and you irrevocably declare that you act at all times on your own behalf and order.

By using the Services, you represent and warrant that you meet these requirements and will not be using the Services for any illegal activity or to engage in activities prohibited by these Terms or as we may notify you from time to time.

III. Application Account Usage

In order to use the Services, it is necessary to create an account in the Application. The Client must accept these Terms, as well as provide the data and documents we request from you, including such documents we determine are reasonably necessary to comply with the provisions of applicable law, including laws related to anti-money laundering (AML). You agree that your access to the Services may not commence until the Company reviews such information you provide and that the Company may request you verify such information through an interview.

The Client may access the Application using the email address and password provided during registration. The confidentiality and use of this password is your sole responsibility, and it is presumed that only you have access to your device and account. You agree that the use of your password constitutes your electronic signature, with the same legal validity as a handwritten signature.

The Company will not be liable for unauthorized access to your account if you do not immediately notify the loss or theft of your mobile device or access credentials. Any damage resulting from negligence, fraud or misuse of the account will be the responsibility of the Client, exempting Company from any legal or civil consequences.

IV. Services

Company will provide the Client with Services in accordance with the Client's Investment Profile and Product Profile at all times, unless the Client requests a different strategy and profile through an instruction via the Platform.

V. Authorization and Consents

By accepting these Terms or otherwise using the Services, the Client authorizes Company to, on its behalf and in its representation, carry out all the necessary actions to comply with the obligations established in these Terms. This includes the power to give instructions to Securities Market Intermediaries and to carry out transactions with securities on behalf of the Client.

The Company is authorized to contract, on behalf of the Client, the services of the intermediaries it considers most appropriate, without the need to inform the Client about any changes in intermediaries that may be made. Company may open accounts in the name of the Client with these intermediaries, but Company shall not be deemed to be a joint owner of said accounts.

Company also has the power to take any action it deems necessary to manage the Client's investment portfolio, following the instructions that the Client has given based on the advice received or as otherwise permitted under these Terms.

The Client accepts and agrees to comply with the obligations arising from the actions that Company carries out on its behalf, understanding that the execution of the operations corresponds to the intermediaries.

The Client agrees to release the Company from any legal liability or claim that may arise in connection with the mandate granted, including legal actions by Securities Market Intermediaries. The Client ratifies all actions performed by the Company under this mandate.

The Company will take steps to act independently and further take steps to mitigate any conflicts of interest that arise. In the event that a potential conflict of interest arises, the Company will immediately notify the Client and manage the situation according to agreed procedures.

The Company does not guarantee any return on investments, nor does it undertake to reverse or insure the investment made. Nor will it indemnify the Client for losses that may arise from the advice provided or from operations carried out by Securities Market Intermediaries. Consequently, the Company will not be liable for any losses that the Client may suffer in relation to the Services provided or operations carried out under these Terms. For the avoidance of doubt, none of the foregoing, nor any provision set forth in these Terms and Conditions, waives any right to which you are entitled under any applicable federal securities laws, including the Securities Act and the Advisers Act, that are not waivable as a matter of law.

VI. Nature of Services

The Services offered by Company to the Client include personalized investment services, specifically designed based on the Client's investment profile, needs, experience, financial situation and objectives. Once this information has been evaluated, a tailored investment strategy will be developed for the Client.

Additionally, the Company will offer an order transmission service, allowing the Client's instructions to be executed in the market in accordance with the mandate given. Although detailed records of each transaction will be kept, it is the Client's responsibility to understand that these transactions do not come from a specific recommendation from the Company. Therefore, the Client must evaluate whether the securities purchased are suitable for his or her investment objectives and whether he or she is willing to assume the associated risks.

Company's recommendations will be strictly based on the Investment Profile and Product Profile assigned to the Client. It is essential that the information provided by the Client is accurate and reflects his/her actual situation, including his/her investment objectives, risk tolerance level, financial assets and resources, knowledge, and time horizon. The Client is responsible for the accuracy of the information he/she provides and must heed any warnings or clarifications made by the Company.

The Investment Services will be provided through the Company digital application, and require the Client to register and participate in an interview as detailed in these Terms and Conditions.

The Client agrees that personalized recommendations may include investments in the financial products mentioned in the Terms, always following the Investment Strategy and within the established limits. The Company has made the relevant information on financial products available to the Client through the Application.

In the event that the Client requests the order transmission service, the Company will execute the operations according to the mandate given. Records of these operations will be kept and the Client will be advised that such operations do not come from a direct recommendation from the Company, therefore the Client must ensure that the investments are in line with his objectives and assess the inherent risks.

VII. Determination of the Investment Profile.

Prior to providing the Services, the Company will collect information from the Client in order to determine and evaluate his or her Investment Profile. To do so, the Client will be asked to provide details about his or her financial situation, knowledge, investment experience and financial objectives.

The Company will take into account factors such as the Client's age, current occupation and, if relevant, previous professional experience. In addition, the Client's experience with Securities and financial instruments in which he or she has invested in the last two years and level of investment education will be assessed.

In order to assess the Client's financial situation, the source and percentage of his/her income and assets allocated to investment will be considered, as well as the proportion of his/her investment in relation to his/her total assets. The Client's investment objectives will also be analysed, taking into account the purpose, duration, risk tolerance and any restrictions he/she may set for his/her investments.

In the event that the Client is 18 years old and fails to provide sufficient information, or is subject to restrictions under applicable compliance policies (such as being flagged by relevant databases or due diligence checks), the Company will not be able to onboard the Client.

The Company will use a questionnaire in its Application, designed to collect this information in a clear and simple manner to determine the Client's Investment Profile. If the Client provides new information or if it is identified that the current data is not sufficient, the Investment Profile will be re-evaluated to ensure that the financial recommendations are suitable and reasonable. If the Client provides new information or if the profile needs to be adjusted, a new assessment will be made to ensure that the recommendations are suitable.

If the Client does not provide sufficient information or if the necessary elements are not available to determine his/her Investment Profile, it will be assumed that the Client has little financial experience, that his/her risk tolerance is conservative, or that he/she has not previously invested in securities or financial instruments.

The Company will consider publicly available information on the Securities, such as prospectuses, technical notes, price behavior, and agency ratings, to issue recommendations aligned with the Client's Investment Profile.

The Company will inform the Client of his Investment Profile, explaining its meaning. The Client must confirm their agreement with said profile. If the Client does not agree, he will be asked for further information in order to adjust the profile until it is acceptable to both the Client and Company. In addition, the assignment of the profile will be justified, indicating the recommended security classes and the maximum investment percentages.

The Client must confirm at least once every two years that its Investment Profile has not changed significantly. If this confirmation is not made, the Company will continue to provide its services based on the existing profile, without any liability.

VIII. Values subject to the Services.

The Securities that Company may include in the investment portfolio or recommend to the Client are stocks, bonds, exchange-traded funds (ETFs) and stock market indices. The investment portfolio will be composed of those Securities that fit the personalized Investment Strategy, designed by Company according to the Investor Profile and the Client's financial objectives.

IX. Agreed Means of Communication and Use of the Application

All communications and investment services of the Company will be carried out exclusively through the Application linked to the Client. Any interaction and instruction sent by the Client through the Application is presumed to have the same legal validity as a handwritten signature and may be used as evidence in a court of law.

Company reserves the right to verify the identity of the Client before fulfilling any request and may limit the use of the Application if it suspects that the Client has lost control of his/her access credentials. These restrictions will apply as soon as the Company becomes aware of the situation.

Communications related to complaints, clarifications, service notifications and processing of personal data will be carried out through the following means:

- For Company: the Application and email help@dappinv.com.
- For the Client: the email provided during registration.

The Client may request at any time to update its means of communication, and Company may require additional authentication to validate the changes.

X. Responsibility

The Company assumes no responsibility for failures or delays in communications with the Securities Market Intermediaries that must carry out the operations. The use of the Application is governed by terms and conditions that will be available at all times and that may be modified or restricted by the Company. The Client accepts that the Company will not be responsible for damages, losses or expenses arising from the use or inability to use the Application, including technical failures, viruses, errors, or any interruption in service.

The Client acknowledges that information transmitted by electronic means is subject to security risks, such as unlawful interference, and releases the Company from any liability for misuse of such means. It is the Client's responsibility to protect its passwords and access data; Company will not be liable for any misuse of these by third parties.

The Client also accepts that the Company may require additional authentication factors, such as one-time passwords, and that geolocation will be collected each time a service is contracted or a transaction is instructed.

In the event of theft, loss or forgetfulness of passwords, the Client may reset them by following the procedure indicated by the Company. The Application may be unavailable due to technical or internet failures, and the Company is not responsible for such difficulties.

XI. Consideration for Services

The Client will pay the Company a fee for access to the investment platform and the Investment Services provided. This fee is not a commission but rather a service fee associated with the use of the advisory platform. The Company will make available to the Client information on the fee structure in the Investment Services Guide, which may be modified from time to time.

In addition to the fee for Investment Services, the Client agrees to pay the Company an annual fee based on the total Assets Under Management (AUM). The annual fee shall be calculated as a percentage of the AUM, as specified in the Investment Services Guide. This fee will be reviewed and adjusted as necessary and will be communicated to the Client prior to any changes.

The Client authorizes the Company to deduct this annual fee directly from the Client's investment account, and acknowledges that such deduction will be clearly stated in trading reports.

The Client authorizes the Company to use the profits obtained from the investments to cover the fees for the services provided. The Client also authorizes the Company to instruct

the Securities Market Intermediaries to prevent the withdrawal of funds or assets until all debts have been covered. Trading reports will include details of any fees charged. Any changes to fees will be updated in the Investment Services Guide available on the Application.

You acknowledge and agree that all payment information you provide to use in connection with the Services is accurate, current and complete. You represent and warrant that you have the legal right to use the payment method you provide to us or our payment processor, including, without limitation, any credit card you provide when completing a transaction. Unless otherwise noted, all currency references are in U.S. Dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable.

When the Client sells an asset through the broker-dealer partner, or is credited funds due to the holding of an asset (such as dividends, cash mergers, or similar corporate actions), the Client authorizes the Company and the broker-dealer partner to transfer the proceeds or credited amounts directly back to the account from which the Client initially sent the funds to purchase the securities. This authorization is granted with the understanding that such transfers will occur automatically and without further instruction from the Client, ensuring efficient management of their investment returns.

For U.S. Client. The Client agrees to pay the annual fee and AUM-based fee set forth above under Consideration for Services within 30 calendar days of receipt from the Company of an electronic invoice setting forth such fees. Client agrees and acknowledges that the Company (i) does not have possession of any Client funds or securities and (ii) is not authorized or permitted to withdraw Client's funds or securities from Client's account at any custodian.

XII. Reporting and Provision of Resources

The Company will provide the Client with a monthly report on securities positions via the Application and email. Monthly statements will be the responsibility of the Securities Market Intermediaries. The Client must ensure that the necessary resources are available for the Company to execute investment instructions. The Company is not responsible for failure to transmit instructions due to the Client's lack of resources.

XIII. Disclaimers; Liability; Indemnification

Company does not guarantee returns or success in investments and shall not be liable for losses arising from operations carried out under these Terms, except in cases of fraud, bad faith, or gross negligence, as determined by a competent court. For the avoidance of doubt, none of the foregoing, nor any provision set forth in these Terms, waives any right to which you are entitled under any applicable federal securities laws, including the Securities Act and the Advisers Act, that are not waivable as a matter of law.

Certain Services may display, include or make available content, data, information, applications or materials from third parties (“**Third Party Materials**”) or provide links to certain third party websites. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.

Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**the Company Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (c) the operation or compatibility with any other application or any particular system or device; (d) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis; and (e) the deletion of, or the failure to store or transmit, your communications maintained by the Services. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH BELOW. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

THE COMPANY ENTITIES TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES.

YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE COMPANY ENTITIES WILL BE RESPONSIBLE FOR.

TO THE EXTENT NOT PROHIBITED BY LAW (INCLUDING, FOR THE AVOIDANCE OF DOUBT, THE ADVISERS ACT), YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL,

CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM]. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Services; or (d) your negligence or willful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.

Any interaction with the Application is an independent and voluntary action by the user. The Application and its content should not be interpreted as an invitation to open an account or as a public solicitation of funds. The Application is not intended for residents of jurisdictions requiring registration, licensing, or special permissions to offer brokerage services.

XIV. Information Update

The Client must keep its information and documentation up to date in accordance with applicable provisions. If the Client fails to comply with these obligations, the Company may suspend or terminate the services without any liability.

XV. Validity and Termination

These Terms and the provision of the Services shall be valid for an indefinite period of time, but may be terminated by the Client by giving at least five business days' notice or by the Company at any time. In the event of termination, the Company will instruct the sale of the Client's securities to settle transactions, without assuming liability for any potential losses.

XVI. Suspension or Termination of Services

Company may suspend, disable, or terminate your Account or the Services (or any portion thereof) with or without notice to you, for any or no reason, including, without limitation, if irregularities are detected, such as ongoing investigations, falsification of data, force majeure, unusual conduct, or by order of an authority. Termination may also occur if the Client objects to changes to the Terms.

XVII. Assignment of Rights

Subject to applicable law, the Company may assign its rights and obligations under these Terms to authorized third parties, informing the Client of such assignment. If applicable law requires consent from Client for Company to assign these Terms, Client shall obtain Client's consent prior to such assignment. The Client may not assign its rights without the consent of the Company.

XVIII. Location of Privacy Policy

Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our [Privacy Policy](#).

XIX. Updating these Terms

We may modify these Terms from time to time in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the Application. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. No amendment shall apply to a dispute for which an arbitration has been initiated prior to the change in Terms.

XX. Non-Exclusive Services

The Company's investment services are not exclusive, and the company may offer similar services to other clients.

XXI. Notifications

All notices relating to these Terms shall be made as follows:

1. **Client Notifications** : These will be sent through the Application or to the email address with which the Client has created his/her user account. These notifications will be deemed to have been received at the time they are entered into the Application or when they are sent to the registered email address, as applicable.

2. **Notifications to Company** : These notifications must be made by email to the address help@dolarappwealth.com. These notifications will be considered received at the time the email has been successfully sent to the address provided.

The Client is responsible for keeping the contact information provided to Company up to date, including their email and any other means of communication they have registered.

Certain portions of the Services may allow us to contact you via telephone or text messages. You agree that the Company may contact you via telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with your use of the Services, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any Offerings. You also understand that you may opt out of receiving text messages from us at any time, [either by replying to our text message with the word “STOP” using the mobile device that is receiving the messages, or by contacting help@dappinv.com. If you do not choose to opt out, we may contact you as outlined in our Privacy Policy.

XXIII. Complaints and Clarifications

The Client may file claims or request clarifications through the agreed means of communication. The Company will provide a tracking form for each claim.

XXIV. Ownership; Rights We Grant You

The Services, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works. The Company’s name, trademarks and logos and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

We hereby permit you to use the Services for your personal use only, provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you, a personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content and materials provided to you as part of the Services, in each case for the sole purpose of enabling you to use the Services as permitted by these Terms. Your access and

use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Company, in its sole discretion, may elect to take.

You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

- download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
- duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
- use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
- exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
- access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services;
- circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
- use any robot, spider, crawlers, scraper, or other automatic device, process, software or queries that intercepts, "mines," scrapes, extracts, or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
- introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;

- submit, transmit, display, perform, post or store any content that is unlawful, defamatory, obscene, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, abusive, hateful, or cruel, , or otherwise use the Services in a manner that is obscene, excessively violent, harassing, hateful, cruel, abusive, pornographic, inciting, organizing, promoting or facilitating violence or criminal activities;
- violate any applicable law or regulation in connection with your access to or use of the Services; or
- access or use the Services in any way not expressly permitted by these Terms.

XXV. Taxes

The Client shall be responsible for any applicable taxes based on transactions conducted using the Services.

XXVI. Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Informal Process First: You and the Company agree that in the event of any dispute between you and the Company Entities, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party 30 days in which to respond. Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

Arbitration Agreement and Class Action Waiver: After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, “**Claim**”) relating in any way to the Company’s services and/or products, including the Services, and any use or access or lack of access thereto, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “**JAMS Rules**”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Because your contract with the Company, these Terms, and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act (“**FAA**”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit. **Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules.**

Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and the Company are each waiving the right to trial by jury or to participate in a class action or class arbitration. Notwithstanding the foregoing, you and the Company agree that the following types of disputes will be resolved in a court of proper jurisdiction: (i) disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding; (ii) disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or (iii) intellectual property disputes. For the avoidance of doubt, none of the foregoing, nor any provision set forth in these Terms and Conditions, waives any right to which you are entitled under any applicable federal securities laws, including the Securities Act and the Advisers Act, that are not waivable as a matter of law

Costs of Arbitration: Payment of all filing, administration, and arbitrator costs and expenses will be governed by the JAMS Rules, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, the Company will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to possible reimbursement as set forth below). Fees and costs may be awarded as provided pursuant to applicable law. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS rules. In that case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable rules. If you prevail in the arbitration and are awarded an amount that is less than the last written settlement amount offered by the Company before the arbitrator was appointed, the Company will pay you the amount it offered in settlement. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

Opt-Out: You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to help@dappinv.com. The notice must be sent to the Company within thirty (30) days of your first registering to use the Services or agreeing to these Terms; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, the Company also will not be bound by them.

WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS: To the fullest extent permitted by applicable law, you and the Company each agree that any proceeding to resolve any dispute, claim, or controversy will be brought and conducted ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). You and the Company AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. You and the Company EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. If the dispute is subject to arbitration, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. Further, you and the Company agree that the ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. For the avoidance of doubt, however, you can seek public injunctive relief to the extent authorized by law and consistent with the Exceptions clause above. IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration. For the avoidance of doubt, none of the foregoing, nor any provision set forth in these Terms and Conditions, waives any right to which you are entitled under any applicable federal securities laws, including the Securities Act and the Advisers Act, that are not waivable as a matter of law.

XXVII. Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in providing the Services, when and to the extent such failure or delay is caused by or results from any events beyond our ability to control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunamis, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.

XXVIII. California Residents

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the

California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

XXIX. Miscellaneous

These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and your use of the Services, and supersedes all other agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. These Terms are governed by the laws of the State of Delaware, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth above, or if arbitration does not apply, then the state and federal courts located in Delaware. You and the Company agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms.

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