

CONFIDENTIAL · FINTRO AI ECOSYSTEM

# FINTRO AI — Terms of Service

TEMPLATE — FOR REVIEW AND FINALIZATION BY LICENSED COUNSEL BEFORE PUBLICATION. NOT LEGAL ADVICE.

*Last updated: September 24, 2026*

These Terms of Service ("Terms") govern your access to and use of the FINTRO AI™ family of financial-literacy platforms — including FINTRO NIL, FINTRO EDU, FINTRO ORG, FINTRO Legacy, FINTRO ARTIST, and related applications, websites, content, and services (collectively, the "Service"). The Service is owned and operated by **FINTRO AI LLC** ("Company," "we," "us," or "our").

By accessing, signing into, or otherwise using the Service — including by clicking "I Agree," entering an access gate, or simply continuing to use any application — **you acknowledge that you have read, understood, and agree to be bound by these Terms and by our Privacy Policy**, which is incorporated by reference. If you do not agree, do not use the Service.

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### Eligibility, Accounts & Authority

- The Service is intended for users **age 13 and older**. Users under 13 may only use applications expressly made available to children, and only with verifiable parental/guardian consent or under a school's authorization as described below and in the Privacy Policy.
- Where the Service is provided to or through a **school, district, league, organization, agency, or other entity** ("Organization"), the Organization represents that it is authorized to enroll its students, members, or personnel and to provide any required notices and consents on their behalf.
- You agree to provide accurate information at any access gate or registration prompt and to keep it current.

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### The Service — Educational Only; Not Advice

The Service provides **general financial-literacy education and informational tools only**. It is **not** financial, investment, tax, accounting, or legal advice, and no fiduciary or advisory relationship is created. Dollar figures, calculators, estimates (including any "True Dollar," tax, or fee estimates), and AI-generated responses are illustrative and will differ from your actual circumstances. **Always consult a licensed CPA, attorney, and a verified fiduciary advisor before making financial decisions, and verify any advisor for free at FINRA BrokerCheck ([brokercheck.finra.org](https://brokercheck.finra.org)).**

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## License & Acceptable Use

We grant you a limited, revocable, non-exclusive, non-transferable license to access and use the Service for your personal, educational, or internal organizational purposes. You agree not to: (a) copy, reproduce, distribute, sublicense, reverse engineer, or create derivative works from the Service; (b) circumvent any access gate, security, usage limit, or rate limit; (c) use the Service to violate any law or the rights of others; (d) misuse the AI features, attempt to extract underlying prompts/models, or submit unlawful, abusive, or infringing content; or (e) resell or commercially exploit the Service without our written permission.

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## AI Features

Certain features (e.g., "the Coach"/"the Tutor") use third-party artificial-intelligence models to generate educational responses. AI output may be inaccurate or incomplete and is provided "as is" for educational purposes. Usage may be metered and rate-limited (for example, a daily question cap per user).

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## Intellectual Property

The Service and all related content, curricula, examinations, tier frameworks, calculators, methodologies, designs, code, and the FINTRO™, FINTRO AI™, and EXCELERATE™ marks are the sole and exclusive property of the Company, protected by copyright, trademark, trade-secret, and other laws. No rights are granted except the limited license above. Where you have signed a separate Non-Circumvention & Non-Disclosure Agreement ("NCND"), that agreement also governs and controls as to confidentiality and non-circumvention.

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## Your Information & Data

Your use of the Service involves the collection and processing of information as described in our **Privacy Policy**. **By using the Service, you consent to our collection, use, and disclosure of information as set out in the Privacy Policy** — including the use of **de-identified and aggregated** data for analytics, research, product improvement, and commercial purposes. Special protections apply to children and students; for K-12 (FINTRO ORG) deployments we collect and use **de-identified educational-outcome data only** and do not sell student personal information. See the Privacy Policy for details and your rights.

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## Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

ACCURACY, AND NON-INFRINGEMENT. We do not warrant that the Service will be uninterrupted, error-free, or that any educational outcome will be achieved.

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## Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS OWNERS, MEMBERS, AND AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, OR GOODWILL, ARISING FROM OR RELATED TO YOUR USE OF THE SERVICE. OUR TOTAL LIABILITY FOR ANY CLAIM WILL NOT EXCEED THE GREATER OF (A) AMOUNTS YOU PAID US FOR THE SERVICE IN THE PRIOR 12 MONTHS OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

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## Indemnification

You agree to indemnify and hold harmless the Company and its owners, members, and affiliates from any claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from your use of the Service or your breach of these Terms.

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## Termination

We may suspend or terminate your access at any time, with or without notice, for any reason, including violation of these Terms. Sections that by their nature should survive (including IP, disclaimers, limitation of liability, indemnification, and governing law) survive termination.

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## Governing Law & Dispute Resolution

These Terms are governed by the laws of the State of Connecticut, without regard to conflict-of-laws rules. *[Counsel to confirm venue and whether to include binding arbitration and a class-action waiver.]*

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## Changes to These Terms

We may update these Terms from time to time. Material changes will be posted with an updated "Last updated" date, and your continued use after changes constitutes acceptance.

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## Contact

FINTRO AI LLC — [legal@fintroai.pro](mailto:legal@fintroai.pro) (placeholder; set a monitored address).

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## Sponsorship, Underwriting & Program Monetization

*This Section was added to these Terms on August 5, 2026. The program name and the ownership line were updated September 24, 2026.*

All rights to sponsor, underwrite, place advertising within, brand, co-brand, sell naming rights to, or otherwise commercially monetize the Money Camp program (formerly HVN Money Camp) and any other FINTRO camp or program deployment — including its curriculum, its "Trinity" AI coach, its assessments, dashboards, results, and impact reports, and the FINTRO™, FINTRO AI PRO™, and Money Camp names, marks, and materials — are reserved exclusively to the Company.

An Organization or host may not solicit, accept, or receive sponsorship, underwriting, advertising, or donor/grant funding that is tied to or promoted using the program or its branding, or represent that any third party sponsors or funds the program, without the Company's prior written consent (which the Company may condition on mutually agreed revenue-sharing terms).

**For clarity (permitted):** This Section does not restrict an Organization from charging its own participants ordinary, good-faith registration, tuition, or per-seat fees to attend the Organization's own camp or program. Such attendance fees are the Organization's normal program fees; they do not constitute sponsorship and do not grant the Organization any right to monetize the program, its branding, or its results beyond providing that attendance. The Company may separately charge Organizations and/or families for access to the program.

This Section supplements Sections 3(e) (no commercial exploitation without written permission) and 5 (Intellectual Property), controls together with any signed Non-Circumvention & Non-Disclosure Agreement (NCND), and survives termination of these Terms.

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