



TERMS & CONDITIONS

Welcome to Cacao! – Your partner in optimizing investment outcomes through innovative portfolio management techniques.

Cacao's platform, including its website, mobile application, and associated services (collectively, the "Service"), offers a range of content ("Content") designed to enhance your investment experience. This Content includes, but is not limited to:

- Detailed account management tools, allowing for the monitoring and rebalancing of portfolios.
- A variety of financial information, including market news, research reports, and educational materials to inform your investment decisions.
- Real-time and historical market data, providing insights into securities' performance.
- Financial tools and calculators designed to assist in planning and strategy development.
- Proprietary content such as analyses, forecasts, and investment strategies.

The Content provided by Cacao is for your personal and non-commercial use only. If you wish to utilize the Service or Content for commercial purposes, including distributing it through your application or platform, prior written consent from Cacao is required. We reserve the right to restrict or terminate access if such use is deemed to potentially compromise the integrity of our services or violate these terms.

Content Usage and Restrictions

You are granted a limited, non-exclusive, non-transferable license to access and use the Service and Content according to these terms. The following are strictly prohibited:

- Copying, redistributing, reproducing, or transmitting any part of the Service or Content without our express written permission.
- Using the Service or Content in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Service, or that could

damage, disable, overburden, or impair the functioning of the Service in any manner.

- Accessing or attempting to access any content on the Service through any means other than those provided or authorized by Cacao.
- Using the Service or Content for any illegal or unauthorized purpose, or engaging in, encouraging, or promoting any activity that violates these Terms.

Cacao and its licensors retain all rights in the Content and Service not expressly granted. The trademarks, logos, and service marks displayed on the Service are the property of their respective owners. You are not granted any rights to use any such marks without the express written permission of Cacao or such third-party owners.

Modifications and Interruptions to the Service

Cacao reserves the right to change, modify, or remove the contents of the Service at any time or for any reason at our discretion without notice. We also reserve the right to modify or discontinue all or part of the Service without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service or Content.

Accuracy and Availability of Content

While we strive to update and keep the Content accurate, we cannot guarantee that all Content provided on the Service is accurate, complete, or up to date. The Service may be unavailable during certain periods to allow for maintenance and updates, or due to failures of telecommunications links and equipment that are beyond our control.

By agreeing to these Terms, you understand that the information and Content provided through the Service are not intended for trading or investing purposes, and you agree not to rely solely on this information for making investment decisions.

Acceptance of Terms

By accessing and using Cacao's services, you acknowledge that you have read, understood, and agreed to be bound by these terms and conditions, including any additional policies referenced herein.

Service Overview

Cacao offers a platform using advanced portfolio techniques for daily management and rebalancing of investments, aimed at optimizing risk and return levels. A broad range of assets is available for selection, tailored to meet diverse financial objectives.

User Eligibility

Our services are designed for individuals who are of legal age and capable of forming binding contracts under applicable law. Users must comply with all legal and regulatory requirements affecting their eligibility to use our services.

Account Management

Users can design or select strategies and algorithms for daily portfolio optimization and rebalancing. Cacao provides resources to support informed decision-making in strategy selection and portfolio management.

Fees and Charges

Access to Cacao's services is subscription-based, with a monthly fee. Strategies developed by Cacao incur an annual licensing fee. Fees are subject to change, with users notified at least 30 days in advance of adjustments.

General Use and Content

Content provided by Cacao is intended for personal and non-commercial use. Users are permitted to access and utilize content as outlined in these terms.

Modification of Terms

Cacao reserves the right to modify these terms at any time. Users will be notified of significant changes, which will become effective upon posting.

Disclaimer and Limitations of Liability

Cacao's services are provided "as is," with disclaimers to the maximum extent permitted by law regarding warranties and the accuracy of content. Liability is limited to direct damages, excluding incidental or consequential damages.

No Recommendations or Investment Advice

Cacao does not provide personalized investment advice or recommendations. Users are responsible for their investment decisions and strategy selections.

Jurisdictional Use

Cacao's services are available to residents of countries where Alpaca Brokerage services are available. Use outside these jurisdictions may be restricted by local laws or regulations.

Data Privacy and Security

User data, including personal and financial information, is encrypted and protected in accordance with industry standards. Cacao is committed to the privacy and security of user information.

Dispute Resolution

Disputes arising from the use of Cacao's services will first aim to be resolved informally. Unresolved disputes will be submitted to binding arbitration in the jurisdiction of the user's residence within the United States or Mexico.

Regulatory Compliance

Cacao complies with applicable laws and regulations in the provision of financial services and investment advice, maintaining high ethical and legal standards.

Indemnification

Users agree to indemnify Cacao against losses arising from their use of the service, including violations of these terms.

Governing Law

These terms are governed by the laws of the United States and Mexico, without regard to conflict of law principles.

Severability and Entire Agreement

If any provision of these terms is deemed unenforceable, the remaining provisions remain in full effect. These terms constitute the entire agreement between Cacao and its users regarding service use.