

Hedgia LLC Terms of Service

Effective Date: August 13, 2025

Welcome to Hedgia LLC (“Hedgia,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your access to and use of the Hedgia Basic Services platform and related services provided through our website (the “Platform” or “Site”).

By accessing or using the Platform, creating an account, or making use of any Basic Services or other offerings available before a paywall, you confirm that you have read, understood, and agree to comply with these Terms. If you do not agree to these Terms, you must not access or use the Platform or any Basic Services.

Please read these Terms carefully, as they include important information about your legal rights, available remedies, limitations and exclusions of liability, and details about how disputes will be handled.

1. Hedgia's Services: Basic Services Overview

Hedgia provides an artificial intelligence-driven platform designed to educate users about hedge funds and assist in the *generation* of certain document packages related to hedge fund formation. Our **Basic Services**, provided at **no cost**, include:

- **Account Creation:** Allowing you to establish a unique user account with a username and password.
- **Educational Content:** Providing information and resources related to hedge fund basics and responsibilities.
- **AI-Driven Document Generation:** Facilitating the creation of a document package, which may include:
 - Limited Liability Company (LLC) Operating Agreements for a New Fund and a Manager entity.
 - Subscription Agreement.
 - Offering Circular (for private offerings to unaccredited investors).
- **Document Download:** Enabling you to download the generated documents for your use.

Paid Services; Separate Terms: If you choose to enroll in Hedgia’s Paid Services (including fund administration services available after the paywall), those services will be subject to a separate agreement with additional or different terms, conditions, and requirements. These Paid Services terms will be provided to you for review and acceptance before you use any Paid Services. In the event of any conflict between these Terms and the Paid Services agreement, the terms of the Paid Services agreement will control for those services only.

You acknowledge that Hedgia may use artificial intelligence technology to provide any of its products and services.

2. Important Disclaimer: No Legal Advice or Legal Services

Hedgia LLC is not a law firm and does not provide legal representation, legal advice, or legal services. By using the Platform or any Basic Services, you acknowledge that you are independently managing your own legal matters and are not receiving the benefit of counsel from Hedgia.

- **No Attorney-Client Relationship**
Use of the Platform, including the generation of any documents using Hedgia's AI capabilities, does not create an attorney-client relationship between you and Hedgia, or with any officer, employee, affiliate, or contractor associated with Hedgia.
- **For Informational and Self-Help Purposes Only**
All information, content, and documents made available through the Platform are furnished solely for general informational purposes and personal self-help. They are not provided as, nor should they be relied upon as, a substitute for the professional judgment or advice of a licensed attorney in your jurisdiction.
- **Limited Scope of Review**
You acknowledge that any review by Hedgia's AI, if conducted, is limited exclusively to verifying internal consistency, completeness, and the correctness of basic details such as names or addresses. At no point does Hedgia assess the legal sufficiency, enforceability, accuracy, or applicability of the documents or information you provide, nor do we offer any assurance that the documents are suitable for your particular legal circumstances.
- **User Responsibility for Final Documents**
You agree that you will carefully review all final document(s) generated by the Platform prior to use, and accept full and sole responsibility for their form, content, execution, and subsequent use.
- **No Unauthorized Practice of Law**
The Platform facilitates the creation of documents through automation and AI technology, operating solely as a technical tool. Hedgia does not practice law or provide legal opinions, individualized legal guidance, or representation. The Platform does not offer interpretations of law, answer legal questions, or tailor substantive legal advice to your situation.
- **No Warranties or Guarantees; Limitation of Liability**
All Basic Services, documents, and related content are provided "as is" without any warranty, whether express, implied, or statutory. To the fullest extent allowed by law, Hedgia disclaims all liability for any loss, claim, or damages that may arise in connection with your use of the Platform or reliance on any documents produced. No compensation or indemnification will be provided for such losses.

- **Responsibility to Modify Documents**

If you do not purchase or enroll in Hedgia's Paid Services, any legal document you generate may reference optional fund administration platform services. You agree that it is exclusively your responsibility, and that of your chosen independent legal advisor, to identify, review, and edit such provisions as appropriate to meet your intended use. Hedgia disclaims any responsibility or liability relating to your election to modify or retain such content.

- **No Prior Legal Advice**

If, before using the Basic Services, you believe that Hedgia or its representatives have provided you with legal advice, legal opinions, or recommendations regarding your legal situation or the choice of forms, you will refrain from using the Platform. Any use of the Platform after such belief will be deemed null and void.

3. NO INVESTMENT ADVISORY SERVICES

Hedgia LLC is not registered or licensed as an investment adviser, does not act in an investment advisory capacity, and does not provide individualized investment advice.

- **No Investment Recommendations:** Any AI-generated documents, educational resources, or other information made available through the Platform are provided solely for general informational and self-help purposes. They should not be interpreted as investment recommendations, solicitations, endorsements, or advice to purchase, sell, or hold securities or other financial instruments, nor as guidance to pursue any particular investment strategy.
- **User Responsibility:** You understand and agree that all investment decisions are your own responsibility. You are solely accountable for performing your own research, assessing risks and benefits, and determining the suitability of any investment choice or strategy you consider.
- **Consulting Professionals:** You are strongly encouraged to seek the counsel of a qualified, appropriately licensed financial adviser, investment adviser, or other investment professional before making any investment-related decision involving your fund or other assets. Hedgia does not provide such personalized or regulated advisory services.
- **No Fiduciary Relationship:** Your use of the Platform does not create, and Hedgia does not assume, any fiduciary duty toward you.

4. NO TAX ADVICE

HEDGIA LLC DOES NOT PROVIDE TAX ADVICE. ANY INFORMATION OR DOCUMENTS GENERATED BY THE PLATFORM THAT RELATE TO TAX MATTERS ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO BE TAX ADVICE.

- **Informational Only:** The Platform's functionality may assist in generating documents that contain tax-related provisions or information. However, this content is general in nature and is not tailored to your specific tax situation or jurisdiction. Tax laws are complex and constantly changing.
- **No Personalized Guidance:** Hedgia does not provide personalized tax guidance, calculations, or interpretations of tax law applicable to your specific circumstances.
- **Role of Tax Professionals (if any):** While Hedgia may employ or contract with tax professionals, their role is limited to internal product development, ensuring the technical accuracy of the Platform's tax-related features, or other internal business operations. These professionals do not provide personalized tax advice to users through the Platform.
- **Consult Qualified Tax Professionals:** You are strongly advised to consult with a qualified, licensed tax advisor, accountant, or other tax professional for advice on your specific tax situation. Hedgia will not be responsible for any tax consequences or liabilities arising from your reliance on documents or information obtained through the Platform.
- The provisions of this **Section 4: NO TAX ADVICE** primarily apply to your use of Hedgia's **Basic Services**. You acknowledge that, in the context of Hedgia's **Paid Services**, the nature and scope of tax-related services, if any, or the role of tax professionals may be different and will be governed by the separate and specific terms and conditions applicable to such **Paid Services**. Hedgia reserves the right to define, offer, or modify any tax-related services or relationships specifically within its **Paid Services** offerings, which would require your separate agreement.

5. Account Creation and Security

- **Eligibility**
To create an account and access the Basic Services, you must satisfy all eligibility requirements specified in Section 6: Eligibility and Service Filters, and possess the legal capacity to enter into binding agreements.
- **Account Information**
In registering for an account on the Platform, you agree to provide information that is accurate, current, and complete, as required by the Platform's registration process. You also commit to updating your account information promptly if any changes occur. You represent and warrant that, to the best of your knowledge, all data submitted is truthful and accurate, and that you have obtained all required third-party consents or authorizations necessary for any input or document generation.
- **Account Security and Confidentiality**
You are exclusively responsible for safeguarding the confidentiality of your account credentials and for any activities or actions performed under your account. You agree to promptly notify Hedgia of any actual or suspected unauthorized use of your account, or any other actual or threatened security breach. Hedgia disclaims all liability for any loss

or harm resulting from your failure to maintain the security of your account credentials in accordance with this section.

- **Account Use and Restrictions**

You are responsible for all conduct, actions, and transactions occurring through your account. You agree not to permit any other person to use or access your account, and you will not share your account login details with any third party for any reason.

6. Eligibility and Service Filters

Access to and use of Hedgia's **Basic Services**, particularly the AI-driven document generation, is subject to a strict eligibility screening process and filters designed for compliance and risk management. You will be excluded from using certain services if you do not meet the following criteria:

a. Geographic Restriction: US Residents Only

You must be a U.S. citizen, permanent resident, or have qualifying U.S. tax residency status.

b. Criminal History Exclusions

You will be excluded if you have:

- Any felony conviction within the last ten (10) years related to:
 - Securities violations or investment advisory business.
 - Financial services fraud, theft, embezzlement, money laundering.
 - Breach of fiduciary duty, bribery, perjury, wrongful taking.
- Any misdemeanor conviction related to:
 - Securities violations, investment fraud, dishonesty.

c. Regulatory Action Exclusions

You will be excluded if you are subject to:

- Active U.S. Securities and Exchange Commission (SEC) enforcement actions, including:
 - Suspension or revocation of investment adviser registration.
 - Association bars or cease and desist orders for anti-fraud violations.
 - Activity limitations or operations restrictions.
- State regulatory actions within the last ten (10) years, including:

- o License revocations or industry participation bars.
- o Final orders based on fraudulent conduct.
- Court orders within the last five (5) years, including:
 - o Injunctions related to securities transactions or investment advisory business.
 - o Restraining orders concerning investment advisory activities (if still in effect).
- Self-Regulatory Organization (SRO) actions, including:
 - o FINRA suspension, expulsion, or association bars.
 - o Actions for conduct inconsistent with equitable trading principles.

d. Sanctions and Prohibited Persons

You will be excluded if you appear on any government restricted persons lists, including:

- OFAC Specially Designated Nationals.
- Treasury Department prohibited persons.
- Other federal sanctions databases.

e. Investment Advisor Registration Status

You will be excluded if you are:

- Already registered as an investment advisor (SEC-registered, state-registered in any jurisdiction, or notice-filed in Illinois).
- Currently managing four (4) or more advisory clients. This count includes all discretionary and non-discretionary clients, family members receiving investment advice for compensation, and entities where you exercise investment discretion.

f. Corporate Insider and Securities Restrictions

You will be excluded if you are:

- Subject to Section 16 reporting requirements (e.g., officers, directors, or 10%+ shareholders of public companies, or persons required to file Forms 3, 4, or 5 with the SEC).
- Subject to insider trading restrictions (e.g., possession of material non-public information affecting trading, employment with broker-dealers, investment banks, or audit firms creating conflicts, or board positions with public companies creating trading restrictions).

- A FINRA-associated person without proper disclosure (e.g., registered representatives of broker-dealers, investment advisor representatives of registered firms, or persons subject to FINRA continuing education requirements).
- Subject to lockup or trading restrictions (e.g., recent IPO participants subject to lockup agreements, employees of public companies during blackout periods, or persons subject to Rule 144 restrictions on stock sales).

g. Tax Withholding and Administrative Burden Exclusions

You will be excluded if you are subject to 24% backup withholding due to:

- Missing or incorrect TIN (Tax Identification Number).
- IRS notification of incorrect TIN.
- Failure to report interest/dividend income.
- IRS determination of backup withholding requirement.

h. Age and Legal Capacity Requirements

You will be excluded if you are:

- Under twenty-one (21) years old.
- Lack legal capacity to enter binding contracts.
- Subject to guardianship or conservatorship limiting financial decisions.

i. Illinois Private Fund Specific Exclusions (if applicable)

You will be excluded if your activities would violate Illinois private fund exemption requirements, including:

- Managing assets exceeding \$150 million.
- Advising five (5) or more clients simultaneously.
- Holding out to the public as an investment advisor.
- Advertising investment advisory services to the general public.
- Using the title "investment advisor" or similar designation.
- Providing investment advice as a primary business activity without registration.

By proceeding with the use of the Platform, you represent and warrant that you meet all of the above eligibility criteria. Hedgia reserves the right to verify your compliance with these filters at any time and to suspend or terminate your account if any of these conditions are not met or cease to be met.

7. Access to the Platform and Certain Restrictions

License Grant

Subject to your ongoing compliance with these Terms, Hedgia grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Site and Basic Services.

Restrictions on Use

The license granted to you under these Terms is expressly subject to the following limitations:

- You may not license, sell, lease, rent, assign, distribute, sublicense, or otherwise make the Site or any content available for commercial exploitation, in whole or in part.
- You may not reproduce, modify, adapt, create derivative works of, disassemble, decompile, reverse engineer, or otherwise attempt to discover the source code or underlying structure of any portion of the Site.
- You may not use the Site for the purpose of creating, building, or offering a product or service that is similar to or competitive with the Site or Hedgia's Basic Services.
- Except as expressly permitted by these Terms, you may not copy, download, reproduce, republish, post, display, transmit, or otherwise distribute any part of the Site or its content in any form or by any means.
- All copyright or proprietary notices included on the Site, or in any materials displayed or made available through the Site, must be retained and not removed from any permitted copies.

Site Changes

Hedgia reserves the right at any time, with or without prior notice, to modify, suspend, or discontinue the Site, including any features or functionality, in whole or in part. You agree that Hedgia will not be liable to you or any third party for any such modification, suspension, or discontinuation.

No Obligation of Support

You acknowledge that Hedgia is under no obligation to provide you with maintenance, technical support, or updates related to the Site or Basic Services unless otherwise specified in a separate written agreement.

8. Identity Verification (Persona/WithPersona)

- **Third-Party Service:** As part of our compliance measures, you will be required to undergo identity verification through a third-party service, currently provided by Persona (also known as WithPersona).

- **Data Access and Storage:** You acknowledge and agree that, for purposes of identity verification and regulatory compliance, certain information and documents you provide—including, but not limited to, Forms W-9 (collected at investor subscription) and SS-4 (collected post paywall)—may be collected and stored by Hedgia. These documents may contain sensitive information such as Social Security Numbers (SSNs).

Hedgia will securely store W-9 and SS-4 forms, as well as basic contact information such as your address and phone number, for account management, compliance, and communication purposes. Sensitive identity verification data and supporting documents provided for onboarding and verification may also be shared with and stored by third-party service providers, such as Persona, in accordance with their own terms and privacy policies.

Hedgia commits to handling all collected information, including documents containing SSNs, in accordance with applicable privacy laws and with commercially reasonable administrative, technical, and physical safeguards designed to protect your data from unauthorized access, disclosure, or misuse. The storage, use, and retention of your information will follow Hedgia's Privacy Policy and any further consents or disclosures provided to you at the time of collection.

If you have questions about how your personal information or sensitive data is collected, stored, or used, you may contact Hedgia using the information provided in the Privacy Policy.

- **Persona's Policies:** Your interaction with Persona is subject to Persona's own terms of service and privacy policy. We encourage you to review them carefully. Hedgia is not responsible for the privacy practices or content of Persona's services.

9. User Content

Definition of User Content

“User Content” refers to any data, information, text, documents, or materials that you submit to, provide through, or use in connection with the Site, including but not limited to input for document generation, account profile information, and user postings.

Responsibility for User Content

You are solely and fully responsible for any User Content you contribute to the Site. You acknowledge and assume all risks related to your User Content, including reliance by others on its accuracy, completeness, or fitness for a particular purpose, as well as any disclosure of personal or sensitive information contained therein. Hedgia assumes no responsibility for backing up User Content; such content may be removed from the Site at any time without notice. It is your sole obligation to create and maintain independent backups of all User Content as you deem necessary.

License Grant to Hedgia

By providing User Content to the Site, you grant Hedgia an irrevocable, nonexclusive, worldwide, royalty-free, and fully paid-up license to use, reproduce, distribute, publicly display,

publicly perform, adapt, create derivative works from, incorporate into other works, and otherwise utilize your User Content as necessary for the operation, maintenance, improvement, and further development of the Site and its related services, including the training and optimization of Hedgia's artificial intelligence models. You further grant Hedgia the right to allow sublicensees to exercise these rights for the stated purposes. To the fullest extent permitted by law, you waive, and will ensure the waiver of, any moral rights or rights of attribution you may have in, or with respect to, your User Content.

Acceptable Use Policy

You agree that you will not use the Site to upload, collect, display, transmit, or distribute any User Content that:

- Infringes or violates any third-party right, including but not limited to copyright, trademark, patent, trade secret, moral rights, privacy rights, publicity rights, or any other intellectual property or proprietary right;
- Is unlawful, threatening, abusive, defamatory, misleading, harassing, injurious, invasive of privacy, vulgar, obscene, offensive, or otherwise objectionable;
- Targets or exploits minors or contains content that is harmful to children;
- Violates any applicable law, regulation, or contractual obligations.

In addition, you agree that you will not:

- Upload, transmit, or distribute any viruses, malware, or other code or software intended to harm data or systems;
- Send unsolicited communications including advertising, promotional materials, junk mail, spam, chain letters, or pyramid schemes;
- Collect or gather data or information about other users, including email addresses, without their consent;
- Disrupt, interfere with, or place an unreasonable load on the Site, its servers, or networks;
- Attempt unauthorized access to the Site or related systems, whether by password mining or other means;
- Harass, intimidate, or interfere with the use and enjoyment of the Site by other users;
- Use automated systems or scripts to create multiple accounts, or to send automated requests, perform searches, strip, mine, or scrape data from the Site. However, public search engine operators are conditionally granted limited, revocable permission to use spiders solely for the purpose of indexing the Site's publicly available materials, in accordance with Hedgia's robots.txt and solely for search functionality, not archiving or caching.

Enforcement

Hedgia retains the right, but does not assume an obligation, to monitor, review, refuse, or remove any User Content, at its sole discretion, for any reason, including actual or suspected violation of this Acceptable Use Policy, these Terms, or if the User Content may expose Hedgia or others to liability. Hedgia may take any action it deems appropriate, including removing or modifying User Content, suspending or terminating user accounts, and reporting activity to law enforcement or regulatory authorities.

10. Intellectual Property (Excluding User Content) and Confidentiality

- **Ownership of Hedgia Intellectual Property**

Except for User Content submitted by you, you acknowledge and agree that all rights, title, and interest in and to the Site, including all content, features, software, design elements, algorithms, text, graphics, code, trademarks, trade dress, service marks, patents, and trade secrets, are and will remain the exclusive property of Hedgia LLC or its licensors and suppliers. No rights or licenses are granted to you except as expressly stated in these Terms and, specifically, in Section 7.1. All rights not expressly granted to you are reserved by Hedgia and its suppliers. There are no implied licenses or assignments under these Terms.

- **Confidentiality and Protection of Trade Secrets**

You recognize that the Platform incorporates proprietary and confidential information, including but not limited to trade secrets, technical documentation, processes, algorithms, AI models, methods, and business strategies belonging to Hedgia. You agree not to use, disclose, publish, or allow access to any such confidential information or trade secrets except as strictly necessary to use the Platform in accordance with these Terms. You further agree not to use any of Hedgia's confidential information to develop, assist in developing, or support any competing product, service, or platform, either directly or indirectly. This obligation applies during the term of your use of the Platform and survives termination or expiration of these Terms.

- **Feedback and Suggestions**

If you voluntarily submit feedback, ideas, questions, proposals, or suggestions relating to the Site or its functionality ("Feedback"), you hereby assign to Hedgia all worldwide rights, title, and interest in such Feedback, including all intellectual property rights therein. Hedgia may use, disclose, or otherwise exploit the Feedback in any manner, without restriction and without obligation to acknowledge or compensate you. All Feedback will be considered non-confidential and non-proprietary. You agree not to provide any Feedback or suggestions that you intend to be treated as confidential or proprietary.

11. Disclaimers of Warranties

THE PLATFORM, INCLUDING ALL ASSOCIATED CONTENT, PRODUCTS, AND SERVICES, IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. HEDGIA LLC AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY—INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT.

NEITHER HEDGIA NOR ITS SUPPLIERS GUARANTEES THAT THE SITE OR ANY FEATURES, SERVICES, OR CONTENT MADE AVAILABLE THROUGH THE PLATFORM WILL MEET YOUR NEEDS OR EXPECTATIONS, BE AVAILABLE WITHOUT INTERRUPTION OR DELAY, REMAIN SECURE OR ERROR-FREE, OR

BE FREE FROM VIRUSES OR OTHER HARMFUL ELEMENTS. NO WARRANTY IS MADE REGARDING THE RELIABILITY, COMPLETENESS, LEGALITY, OR SAFETY OF ANY ASPECT OF THE PLATFORM.

IF THE LAWS OF YOUR JURISDICTION REQUIRE ANY WARRANTY WITH RESPECT TO THE PLATFORM, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE DURATION OF ANY SUCH IMPLIED WARRANTY IS LIMITED TO NINETY (90) DAYS FROM THE DATE OF YOUR FIRST USE OF THE PLATFORM.

SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OF HOW LONG AN IMPLIED WARRANTY LASTS. IN SUCH CASES, THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU IN THEIR ENTIRETY, BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HEDGIA LLC, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES—including, but not limited to, lost profits, loss of data, costs of procuring substitute goods or services, business interruption, or any other economic loss—arising from or related to your access to or use of, or inability to use, the site or basic services, whether such damages arise in contract, tort, negligence, strict liability, or otherwise, and regardless of whether HEDGIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACCESS AND USE THE SITE ENTIRELY AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY HARM TO YOUR DEVICE, COMPUTER SYSTEM, OR DATA LOSS THAT MAY RESULT FROM YOUR USE OF THE PLATFORM.

WHERE PERMITTED BY LAW, HEDGIA'S AGGREGATE LIABILITY TO YOU FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING UNDER OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE PLATFORM, REGARDLESS OF THE CAUSE AND THE THEORY OF LIABILITY, IS LIMITED TO ZERO US DOLLARS (\$0.00), AS THE BASIC SERVICES ARE PROVIDED AT NO CHARGE. HAVING MULTIPLE CLAIMS DOES NOT EXPAND THIS LIMITATION. YOU AGREE THAT HEDGIA'S SUPPLIERS BEAR NO LIABILITY OF ANY KIND IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE PLATFORM.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH CASES, THE ABOVE LIMITATIONS WILL APPLY TO THE EXTENT PERMITTED BY LAW.

13. Indemnification

You agree to indemnify, defend, and hold harmless Hedgia LLC, its affiliates, licensors, service providers, and each of their respective officers, directors, employees, contractors, agents, suppliers, successors, and assigns from and against any and all claims, liabilities, losses, damages, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your breach or violation of these Terms; (b) your use of or access to the Platform, including any acts or omissions involving other users or any Third-Party Links & Ads; or (c) any User Content you submit, post, or make available through the Platform.

Hedgia reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification under this section. You agree to cooperate fully with Hedgia's defense of any such claim and not to settle any matter without Hedgia's prior written consent. Hedgia will use reasonable efforts to promptly notify you of any claim, action, or proceeding covered by this indemnification upon becoming aware of it.

14. Third-Party Links & Ads; Other Users; Release

- **Third-Party Links & Ads**

The Platform may provide access to links to external websites, content, or services, or display advertisements from third parties ("Third-Party Links & Ads"). Hedgia does not control, review, monitor, endorse, or warrant any Third-Party Links & Ads and is not responsible for their content, availability, accuracy, or security. Your interactions with any Third-Party Links & Ads are solely at your own risk and discretion. When visiting or engaging with a third-party, you will be subject to that third party's terms, policies, and privacy practices. It is your responsibility to independently assess or investigate any product, service, content, or transaction presented in connection with Third-Party Links & Ads before proceeding.

- **Other Users**

Each user of the Platform is responsible for their own User Content and conduct. Hedgia does not control, verify, or guarantee the accuracy, completeness, legality, or quality of User Content posted by you or any other user, and expressly disclaims any responsibility for such content. Your interactions, communications, or disputes with others using the Platform are strictly between you and those individuals. Hedgia is not liable for any claims, losses, or damages resulting from such interactions and is under no obligation to intervene in disputes among users.

- **Release**

By using the Platform, you release and discharge Hedgia and its officers, employees, agents, successors, and assigns from any and all past, present, or future disputes, claims, causes of action, demands, liabilities, or damages (including, but not limited to, those relating to personal injury, death, or property damage) arising out of or relating directly or indirectly to the Platform, your interactions with other users, or your use of any Third-Party Links & Ads.

- If you are a California resident, you expressly waive the protections of California Civil Code Section 1542, which states: **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

15. Governing Law and Dispute Resolution; Binding Arbitration

- **Governing Law**

These Terms, and any dispute or claim arising out of or in connection with these Terms, the Platform, or any use thereof (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law rules.

- **Arbitration Agreement**

Except for claims brought in small claims court or for injunctive relief regarding misuse or infringement of intellectual property rights, any dispute or claim arising from or relating to these Terms or your use of the Platform must be resolved through final and binding arbitration, not in court, and not before a jury. Arbitration will be administered by JAMS (or a similar alternative if JAMS is unavailable) in accordance with its applicable rules, and will take place in Cook County, Illinois. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

- **Informal Dispute Resolution Required**

Before commencing arbitration, either party must provide written notice of the dispute and engage in a good faith effort to informally resolve the issue by conference (in person or by phone/video), which must occur within 45 days of providing such notice unless extended by agreement.

- **Individual Basis; No Class Actions**

You and Hedgia agree that all claims will be brought only in an individual capacity, and not as a plaintiff or class member in any class, consolidated, or representative proceeding. The arbitrator may award injunctive or declaratory relief only for the individual parties and only to the extent necessary to provide relief warranted by that individual’s claim.

- **No Jury Trial**

You and Hedgia each waive any right to a jury trial or to participate in a class action or any kind of representative proceeding.

- **Exclusive Venue**

For any claims not subject to arbitration and for enforcement of arbitral awards, you and Hedgia irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Cook County, Illinois.

- **Opt-Out Right**

You may opt out of this arbitration agreement within 30 days of first accepting these Terms by sending written notice to: contact@hedgia.net with your name, account email, and a clear statement that you wish to opt out. Opting out of arbitration does not affect any other parts of these Terms.

- **Severability**

If any part of this section is found to be illegal or unenforceable, that part will be severed and the remainder will remain in effect.

- **Attorneys' Fees and Costs**

Each party will bear its own attorneys' fees and costs incurred in arbitration, unless the arbitrator determines a claim was frivolous or brought in bad faith.

- **Survival**

This dispute resolution provision will survive termination or expiration of these Terms.

IMPORTANT NOTICE:

By accepting these Terms, you and Hedgia are waiving the right to a trial by jury or to participate in a class action, except as specifically provided above.

16. Force Majeure

Hedgia will not be liable for any failure or delay in performing its obligations under these Terms if such failure or delay results from any event beyond its reasonable control, including acts of God, natural disasters, epidemics, war, terrorism, labor disputes, civil disturbances, government actions, or other similar events (each a "Force Majeure Event").

If a Force Majeure Event continues for more than sixty (60) consecutive days, Hedgia may terminate these Terms immediately by notice to you, without liability for such termination.

17. Right to Refuse Service

You acknowledge that Hedgia reserves the right to refuse service to anyone at its sole discretion.

18. Access to World Wide Web; Internet Delays

To use Hedgia's services, you are responsible for obtaining and maintaining all equipment, software, and internet access necessary for connecting to the Platform, including payment of any related fees. Hedgia is not liable for any access limitations, delays, failures, or other issues resulting from internet or electronic communications, including but not limited to connectivity problems, network congestion, or failures of third-party service providers.

19. Copyright Policy / DMCA

Hedgia respects the intellectual property rights of others and requires users to do the same. It is Hedgia's policy to promptly investigate and, where appropriate, remove or disable access to

material that infringes a third party's copyright, as well as to suspend or terminate the accounts of repeat infringers.

If you believe that material available on our Platform infringes your copyright, you may submit a notification under the Digital Millennium Copyright Act (DMCA) by providing the following information, in writing, to Hedgia's designated Copyright Agent at contact@hedgia.net:

- Your physical or electronic signature;
- Identification of the copyrighted work you believe has been infringed;
- Identification of the material that is claimed to be infringing, with enough detail to allow Hedgia to locate it on the Platform;
- Your name, mailing address, telephone number, and email address;
- A statement that you have a good faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law;
- A statement, made under penalty of perjury, that the information in your notification is accurate and that you are the copyright owner or authorized to act on behalf of the owner.

Please note that knowingly submitting false or misleading information in a DMCA notification may subject you to liability for damages, including costs and attorneys' fees incurred by Hedgia or its users.

Repeat infringers may have their accounts suspended or terminated at Hedgia's sole discretion.

20. Miscellaneous

Entire Agreement

These Terms represent the entire agreement between you and Hedgia LLC regarding the Platform's Basic Services and supersede all prior or contemporaneous communications, agreements, and understandings, whether written or oral.

Relationship of the Parties

Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and Hedgia. Your relationship to Hedgia is that of an independent contractor.

Assignment

You may not assign, transfer, delegate, or subcontract any rights or obligations under these Terms without Hedgia's prior written consent. Any attempted assignment in violation of this provision is void. Hedgia may assign these Terms freely. These Terms are binding upon each party's permitted successors and assigns.

Waiver and Severability

No waiver by Hedgia of any term or right in these Terms is effective unless in writing, nor does any waiver constitute a continuing waiver of any term. If any provision is found invalid or unenforceable, it will be limited or eliminated to the minimum extent necessary, and the remainder of these Terms will remain in full force.

Amendments and Notice

Hedgia may amend or update these Terms at any time, in its sole discretion. Notice of material changes may be provided by any reasonable means, including posting an updated version of the Terms on the Platform and/or by other electronic communication. It is your responsibility to review the Terms regularly for updates. Your continued use of the Platform after any changes are effective constitutes your acceptance of the revised Terms.

Electronic Communications

You consent to receive all communications and notices from Hedgia electronically, whether by email or posting on the Site. All contracts, notices, disclosures, and communications provided electronically satisfy any legal requirement as if provided in writing.

Contact Information

For questions regarding these Terms, please email contact@hedgia.net.

By using Hedgia's Basic Services, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, you may not use the service.