

AlphaStone Terms of Use and Privacy Policy Agreement

Updated January 5, 2024

1. Acceptance of Terms

Welcome to AlphaStone Technologies SP (AlphaStone), a private investment management firm. This document delineates the Terms of Use and Privacy Agreement that govern your interaction with our services. By accessing or utilizing our services, you are consenting to abide by these terms. If you disagree with any part of these terms, we kindly request that you refrain from using our services.

2. Service Overview

AlphaStone offers an AI-driven stock market investment platform that provides insights, recommendations, and analysis of stock market data. Please note that our services do not constitute financial advice or a guarantee of investment success.

3. Account Registration and User Responsibilities

(a) To unlock major features of our services, you are required to create a user account. You agree to provide accurate, up-to-date, and complete information during the registration process and to regularly update such information.

(b) You are responsible for maintaining the confidentiality of your account and password, and for restricting access to your account. You agree to accept responsibility for all activities that occur under your account.

4. Service Usage

(a) You agree not to use the services for any unlawful, fraudulent, or unauthorized purpose. You also agree not to use the services in a way that could harm, disable, overburden, or impair our platform or interfere with any other party's use of the services.

(b) You may not access or use our services if you are a competitor of AlphaStone or intend to use the services for competitive analysis or to develop a similar service.

5. Risk and Investment Disclaimer

(a) AlphaStone does not provide investment, financial, or legal advice. The content and information provided by our services are for informational purposes only. It is your responsibility to evaluate and make your own investment decisions.

(b) All investments carry risks, and past performance is not indicative of future results. You should consult with a qualified financial advisor or conduct your research before making any investment decisions.

6. Intellectual Property Rights

(a) All content, features, and functionality available through our services, including but not limited to text, graphics, logos, images, and software, are the intellectual property of AlphaStone and are protected by copyright, trademark, and other laws.

(b) You may not reproduce, distribute, modify, create derivative works from, publicly display, publicly perform, republish, download, store or transmit any of the material on our services, except as expressly permitted by these terms.

(c) It is reiterated that AlphaStone holds the exclusive rights to all content available on our platform. You are strictly prohibited from reproducing, distributing, modifying, creating derivative works, publicly displaying, or exploiting any of the content without obtaining our prior written consent.

7. Deposits, Investments, and Withdrawals

(a) You can deposit at any time. Fees vary for local currency payment, depending on whether you use a personal savings bank account or a cheque account. For international payments, an additional currency conversion fee applies.

(b) Once a deposit is confirmed and loaded (1~3 days), you can invest the fund in the investment period. You can invest or withdraw in the investment/withdrawal period which is every first week of the month.

(c) Once you invest, you need to wait at least one minimum month. (i) This means you can only withdraw in the next investment/withdrawal period. (ii) When you invest or withdraw, an additional currency conversion is processed, thus, taking an additional 1 week before capital is actually invested, or withdrawn. (iii) Thus, you can expect your capital to be invested after 1 week of the investment/withdrawal period, or at least a week till capital is withdrawn from the fund.

(d) Once capital is withdrawn, profits will be calculated and distributed to investors (usually taking 1-2 weeks, or more depending on the payment system), this may involve fees depending on the investor's original payment method.

8. Risk Acknowledgement

(a) You acknowledge that you may lose your money when depositing, investing, or withdrawing money. This includes payment fees, currency conversion, and investment. You acknowledge the risk of investing that you may lose all your investment. This includes several losses and the possibility of losing all capital.

(b) AlphaStone does not take responsibility for losing capital.

(c) AlphaStone does not take responsibility for the loss of privacy information and investment capital due to hacking, security issues, or any unauthorized activity. Nevertheless, ongoing efforts to enhance investor privacy and security will persist.

(d) It is reiterated that AlphaStone is not liable for any capital loss, investor information breach, or any issues related to AlphaStone.

9. Privacy Policy and Security

(a) Privacy Commitment. Safeguarding your privacy is our top priority. Within this integrated document encompassing our Terms of Use and Privacy Policy, we offer comprehensive insights into the collection, utilization, and sharing of your personal information. By utilizing our services, you implicitly agree to the terms outlined in this section.

(b) Security Assurance. AlphaStone places paramount importance on privacy and security. Rest assured, no investor information will be divulged to the public. However, it is essential to note that while we take rigorous measures, we cannot guarantee absolute protection against hacking, security issues, or unauthorized activities.

(c) Confidentiality in Communication. Information concerning investors may be shared with managers for effective communication and portfolio management. Importantly, such information will not be utilized for selling purposes to external third-party entities or companies.

10. Account Termination

AlphaStone reserves the right to terminate or suspend your account and access to our services at our sole discretion, without any obligation to provide a reason or prior notice.

11. Limitation of Liability

AlphaStone shall not be held liable for any damages, whether direct, indirect, incidental, special, or consequential, that may arise from your use of our services.

12. Governing Law

(a) These Terms of Use and Privacy Policy are governed by and construed in accordance with the laws of the Securities and Exchange Commission (SEC).

(b) Regarding exemptions from SEC registration requirements, our company falls under the following categories: (i) Private Offerings: Our company engages in private offerings, which are limited to a specific number of individuals or institutions. This aligns with the criteria for exemption. (ii) Offerings of Restricted Size: Our offerings adhere to restricted size criteria, qualifying for an exemption from certain registration requirements. (iii) Intrastate Offerings: While our company does not currently engage in Intrastate offerings, it's essential to note that this exemption is not applicable to our operations at this time.

(c) By acknowledging these exemptions, we aim to ensure compliance with relevant regulations while providing a transparent framework for our users.

13. Amendments to the Terms

(a) These terms are subject to change and are effective until the investor consents to the next updated legal, and if not, until [December 1, 2023]. Once expired, capital

and any investor information will be safely managed until the investor gets in contact and consents to new legal.

(b) However, AlphaStone reserves the right to update or revise these Terms of Use and Privacy Policy at any time. Any changes will be effective immediately upon posting the revised Terms on our platform. It is your responsibility to review and familiarize yourself with any modifications.

14. Contact Information

Should you have any queries or concerns regarding these Terms of Use and Privacy Policy, please feel free to reach out to us at alphastone [at] engineer [dot] com.

15. Acknowledgement

By using AlphaStone's services, you acknowledge that you have read, understood, and agreed to abide by these Terms of Use and Privacy Policy. If you have any questions about these terms, please contact us.