

TERMS OF SERVICE

Company Terms + Product Addenda

Last Updated: December, 2025

PART I — COMPANY TERMS (APPLIES TO ALL PRODUCTS)

1. Acceptance of Terms

By accessing or using Fellowship Intelligence Services, you agree to these Terms and all applicable addenda.

If you do not agree, **do not use the Services**.

2. Services Description

Fellowship Intelligence provides **software-based intelligence tools**, analytics, decision-support systems, and related services. Services **do not constitute professional advice**.

3. Eligibility

You must be at least 18 years old and legally capable of entering a binding agreement.

4. Account Responsibility

You are responsible for:

- Account security
- Accuracy of submitted information
- All activity under your account

Unauthorized use must be reported immediately.

5. Intellectual Property

All software, designs, frameworks, methodologies, prompts, outputs, branding, and materials are the **exclusive property of Fellowship Intelligence**, unless expressly stated otherwise.

You receive a **limited, non-exclusive, non-transferable, revocable license** to use the Services for internal purposes only.

6. User Data Ownership

You retain ownership of your input data.

We retain ownership of:

- Software
- Models
- Output structures
- System logic
- Aggregated, anonymized learnings

7. Prohibited Use

You may not:

- Reverse engineer or extract models
- Scrape, resell, or sublicense outputs
- Use Services for unlawful purposes
- Misrepresent outputs as professional advice
- Use the Services in violation of any applicable **export control, sanctions, or trade laws**, including but not limited to U.S. export laws administered by the U.S. Department of Commerce, U.S. Department of the Treasury (OFAC), or U.S. Department of State

8. Fees & Billing

Fees are disclosed at purchase.

Failure to pay may result in suspension or termination.

9. Termination

We may suspend or terminate access at any time for:

- Violations
- Non-payment
- Security risk
- Legal requirements

Termination does not waive accrued obligations.

10. Disclaimers

SERVICES ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS.”

FELLOWSHIP INTELLIGENCE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- FELLOWSHIP INTELLIGENCE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES
- FELLOWSHIP INTELLIGENCE SHALL NOT BE LIABLE FOR LOSS OF PROFITS, DATA, BUSINESS, GOODWILL, OR DECISION OUTCOMES
- TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM

12. Indemnification

You agree to indemnify, defend, and hold harmless Fellowship Intelligence, its officers, managers, employees, contractors, and affiliates from and against any claims, damages, losses, liabilities, fines, penalties, costs, or expenses (including attorneys' fees) arising from or related to:

- Your use or misuse of the Services
- Your data or content
- Your violation of these Terms
- **Your violation of export control, sanctions, trade compliance, or similar laws**

13. Governing Law

These Terms, all Product Addenda, and any Disputes shall be governed by and construed in accordance with the laws of the **State of Nevada, United States of America**, without regard to conflict-of-law principles.

14. Arbitration, Venue & Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

14.1 Mandatory Binding Arbitration

Except as expressly provided below, **any dispute, claim, or controversy** arising out of or relating to these Terms, the Services, your relationship with Fellowship Intelligence, or the interpretation, breach, termination, enforcement, or validity thereof (collectively, "Disputes") **shall be resolved exclusively through final and binding arbitration**, rather than in court.

Arbitration shall be administered by a reputable arbitration provider (such as the American Arbitration Association or a substantially similar organization) and conducted by a single arbitrator.

14.2 Waiver of Jury Trial and Class Actions

YOU AND FELLOWSHIP INTELLIGENCE AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL.

All Disputes must be brought **solely on an individual basis**. You expressly waive any right to bring or participate in a **class action, collective action, representative action, private attorney general action, or consolidated proceeding**.

The arbitrator shall have **no authority** to hear or arbitrate any form of class or representative claim.

14.3 Venue and Location

Unless otherwise agreed, arbitration shall take place in the state of **[Your State]**, or remotely at Fellowship Intelligence's election. The arbitrator shall apply the substantive laws of **[Your State]**, without regard to conflict-of-law principles.

14.4 Limited Exceptions

Either party may seek:

- Injunctive or equitable relief in a court of competent jurisdiction located in the State of Nevada to protect intellectual property, confidential information, trade secrets, or to prevent unauthorized use; or
- Relief in small claims court, if the claim qualifies, on an individual basis only.

14.5 Time Limitation

Any Dispute must be filed within **one (1) year** after the claim arises, or it is permanently barred.

14.6 Severability

If any portion of this arbitration provision is found unenforceable, the remaining portions shall remain in full force and effect. If the class action waiver is found unenforceable, **the entire arbitration provision shall be null and void**, and the Dispute shall be resolved exclusively in court.

14.7 Survival

This arbitration provision **survives termination** of these Terms and your use of the Services.

15. Export Control & Sanctions Compliance

You represent and warrant that:

- You are not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive U.S. sanctions
- You are not identified on any U.S. government restricted-party list, including OFAC's Specially Designated Nationals (SDN) List

You agree not to access, use, export, re-export, transfer, or disclose the Services, software, or related technical information in violation of applicable export control or sanctions laws.

Fellowship Intelligence reserves the right to immediately suspend or terminate access to the Services without notice if required to comply with export control or sanctions obligations.

16. Records Retention & Litigation Hold

Fellowship Intelligence maintains records in accordance with its internal records-retention policies and applicable legal requirements.

You acknowledge and agree that:

- Fellowship Intelligence may retain records, data, logs, communications, and materials for legal, regulatory, security, audit, dispute resolution, or business purposes
- Fellowship Intelligence may preserve relevant information under a **litigation hold** in connection with actual or anticipated disputes, investigations, or legal proceedings

Requests for deletion, destruction, or return of information are subject to Fellowship Intelligence's retention obligations and any applicable litigation holds.

This arbitration provision **survives termination** of these Terms and your use of the Services.

PART II — PRODUCT ADDENDA

The following Product Addenda supplement and form part of these Terms of Service. In the event of any conflict between the Company Terms and a Product Addendum, the Product Addendum shall control **solely with respect to that product**.

ADDENDUM A — Fellowship Executive Intelligence

A.1 Product Scope

Fellowship Executive Intelligence is a software-based decision-support and intelligence platform that may present itself using **advisor-like language, metaphors, or virtual advisor personas** for user experience purposes.

Such presentation is **purely descriptive and functional**. No legal, fiduciary, advisory, or professional relationship is created.

A.2 No Professional or Fiduciary Services

Executive Intelligence does **not** provide legal, financial, accounting, tax, human resources, medical, or other regulated professional services.

Use of Executive Intelligence does not create any fiduciary duty, advisory relationship, agency relationship, partnership, joint venture, employment relationship, or board-level authority, regardless of marketing language, terminology, or product framing.

A.3 Decision Responsibility

You acknowledge and agree that:

- Fellowship Intelligence does not act as an executive, officer, director, advisor, or decision-maker of your business
- Virtual advisors are simulated intelligence constructs, not human professionals
- All decisions, actions, and outcomes remain solely your responsibility

A.4 Output Characteristics

Outputs may be probabilistic, hypothetical, scenario-based, or dependent on assumptions and user-provided data. Fellowship Intelligence makes no representations regarding accuracy, completeness, fitness for purpose, or outcome reliability.

A.5 Permitted and Restricted Use

Executive Intelligence outputs are licensed solely for your **internal business use**.

You may not:

- Represent outputs as professional advice or expert opinion
- Present outputs as board resolutions or executive determinations
- Rely on outputs as a substitute for licensed professionals

A.6 Suspension, Monitoring, and Limitation

Fellowship Intelligence reserves the right to monitor usage, impose limits, modify features, or suspend access at any time for security, compliance, operational integrity, or legal reasons.

ADDENDUM B — Fellowship Market Intelligence

B.1 Product Scope

Fellowship Market Intelligence provides software-based market data analysis, pattern recognition, signal processing, and informational insights derived from public, third-party, or user-supplied data sources.

B.2 No Investment Advice or Solicitation

Market Intelligence does **not** provide investment advice, trading advice, recommendations, solicitations, or endorsements of any security, asset, or strategy.

B.3 No Fiduciary or Advisory Relationship

Use of Market Intelligence does not create a fiduciary, brokerage, advisory, or agency relationship. Fellowship Intelligence does not act as a registered investment advisor, broker-dealer, or commodities trading advisor.

B.4 Risk Acknowledgment

You expressly acknowledge that:

- Financial markets involve substantial risk
- Loss of capital is possible, including total loss
- Past performance is not indicative of future results

B.5 Data Limitations

Market data may be delayed, incomplete, inaccurate, or sourced from third parties. Fellowship Intelligence disclaims all liability arising from reliance on such data.

B.6 Permitted Use

Market Intelligence outputs are provided for informational purposes only and may not be relied upon as the sole basis for investment or trading decisions.

B.7 Regulatory Compliance

You are solely responsible for ensuring that your use of Market Intelligence complies with applicable securities, commodities, and financial regulations in your jurisdiction.

ADDENDUM C — Fellowship Systems Lab (Custom Applications)

C.1 B2B Only Services

Fellowship Systems Lab services are provided **exclusively on a business-to-business (B2B) basis**. Consumer protections applicable to individual consumers do not apply.

C.2 Product Scope

Fellowship Systems Lab provides custom software design, development, automation, and related professional services pursuant to written commercial agreements.

C.3 Scope and Deliverables

Scope, deliverables, timelines, fees, and acceptance criteria are defined exclusively in a separate written agreement, statement of work, or proposal.

C.4 No Guarantee of Outcomes

Custom applications are developed based on agreed specifications. Fellowship Intelligence disclaims all warranties regarding commercial success, regulatory compliance, or fitness for any particular business objective unless expressly stated in writing.

C.5 Intellectual Property

Unless otherwise agreed in writing:

- Fellowship Intelligence retains ownership of all pre-existing materials, frameworks, libraries, tooling, methodologies, and know-how
- Client rights are limited to the specific deliverables expressly identified in the governing agreement

C.6 Client Responsibilities

You are responsible for providing accurate requirements, timely approvals, adequate testing, deployment decisions, and legal compliance.

C.7 Change Management

Any change in scope, requirements, or assumptions may result in additional fees, revised timelines, or contract amendments.

C.8 Termination of Projects

Either party may terminate a Systems Lab engagement in accordance with the governing agreement. All fees incurred prior to termination remain immediately due and payable.