

Terms of Use

Last updated: June 28, 2026

IMPORTANT: PLEASE READ CAREFULLY. THESE TERMS CONTAIN A DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, AND A WAIVER OF JURY TRIAL THAT AFFECT YOUR LEGAL RIGHTS.

1. Agreement to Terms

These Terms of Use ("Terms") govern your access to and use of the website, application, and services (collectively, the "Service") provided by ProsperaFin ("Company," "we," "us," or "our"). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

The Service is currently offered as a free research preview and beta. Features, availability, and these Terms may change as the Service evolves.

2. Eligibility

You must be at least 18 years old and a resident of the United States to use the Service. By using the Service, you represent and warrant that you meet these requirements and have the legal capacity to enter into these Terms.

3. The Service Is Not Investment Advice

THE SERVICE IS A RESEARCH PREVIEW AND EDUCATIONAL TOOL. IT IS NOT INVESTMENT ADVICE.

ProsperaFin is not a registered investment adviser with the U.S. Securities and Exchange Commission, the Wisconsin Department of Financial Institutions, or any state securities regulator. We do not provide personalized investment advice, financial planning, tax advice, legal advice, or accounting advice.

The Service uses software-based models, including stochastic optimization and Monte Carlo simulation, to generate illustrative projections of potential financial outcomes based on inputs you provide and assumptions we have selected. These projections are:

- Hypothetical and based on assumptions that may not hold;
- Not predictions, guarantees, or recommendations of any kind;
- Not tailored to your complete financial situation, goals, tax position, or other circumstances;
- Not a substitute for advice from a qualified professional.

You should consult a qualified financial professional, tax advisor, and/or attorney before making any financial decision. Any action you take based on the Service is your sole responsibility.

4. AI-Generated Content

The Service includes a chat interface powered by artificial intelligence. AI-generated responses may be inaccurate, incomplete, outdated, or misleading. The AI does not understand your full financial situation, cannot verify the information you provide, and is not a licensed financial professional. You should not rely on AI-generated content as a basis for any financial decision.

We do not guarantee that AI-generated content will be accurate, appropriate for your situation, or free from errors. You acknowledge that AI systems can produce unexpected or incorrect outputs, including outputs that appear confident but are wrong.

5. No Fees During Beta

The Service is currently provided free of charge. We do not receive compensation from you for the Service, and we do not currently receive compensation from third parties in exchange for any recommendation, suggestion, or output generated by the Service. We reserve the right to introduce paid features in the future, at which time these Terms will be updated and additional regulatory disclosures may apply.

6. User Accounts and Information

You may be required to create an account to use the Service. You agree to provide accurate, current, and complete information and to keep your account credentials confidential. You are responsible for all activity that occurs under your account.

The Service relies on information you provide. You acknowledge that the accuracy and usefulness of any output depends on the accuracy of your inputs. We are not responsible for outputs that result from inaccurate, incomplete, or misleading information you provide.

7. Acceptable Use

You agree not to:

- Use the Service for any unlawful purpose or in violation of any applicable law or regulation;
- Use the Service to provide investment advice to others or as part of any commercial advisory activity;
- Reverse engineer, decompile, or attempt to extract the source code or underlying models of the Service, except to the extent such restriction is prohibited by law;
- Use automated means (including bots, scrapers, or crawlers) to access the Service without our express written permission;
- Attempt to gain unauthorized access to the Service, other users' accounts, or our systems;
- Interfere with, disrupt, or impose an unreasonable load on the Service;
- Submit false, misleading, or fraudulent information;
- Use the Service to harass, harm, or defraud any person;
- Misrepresent the Service or its outputs to any third party.

8. Intellectual Property

The Service, including all software, models, algorithms, text, graphics, user interfaces, and content (other than User Content as defined below), is owned by ProsperaFin or its licensors and is protected by intellectual property laws. We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your personal, non-commercial use, subject to these Terms.

"User Content" means any information, data, or content you submit to the Service, including financial inputs and chat messages. You retain ownership of your User Content. You grant us a worldwide, non-exclusive, royalty-free license to use, store, reproduce, modify, and create derivative works of your User Content to operate, improve, and provide the Service, and for the purposes described in our Privacy Policy.

9. Feedback

If you provide us with suggestions, comments, ideas, or other feedback about the Service ("Feedback"), you grant us a perpetual, irrevocable, royalty-free, worldwide license to use the Feedback for any purpose without obligation or compensation to you.

10. Third-Party Services and Links

The Service may contain links to third-party websites or services. We do not control, endorse, or assume responsibility for any third-party content or services. Your use of third-party services is subject to their terms and policies.

11. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, OR AVAILABILITY.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT: (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ANY OUTPUTS OR PROJECTIONS WILL BE ACCURATE OR RELIABLE; (D) ANY ERRORS WILL BE CORRECTED; OR (E) THE SERVICE WILL ACHIEVE ANY PARTICULAR FINANCIAL OUTCOME.

Some jurisdictions do not allow the exclusion of certain warranties. To the extent such exclusions are not permitted, the warranties are limited to the minimum extent permitted by law.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROSPERAFIN, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, INVESTMENT LOSSES, LOSS OF DATA, LOSS OF GOODWILL, OR ANY OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU HAVE PAID US IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

Some jurisdictions do not allow the limitation or exclusion of liability for certain damages. To the extent such limitations are not permitted, our liability is limited to the minimum extent permitted by law.

13. Indemnification

You agree to defend, indemnify, and hold harmless ProsperaFin and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Service; (b) your violation of these Terms; (c) your violation of any law or third-party right; or (d) any decision you make or action you take based on the Service.

14. Termination

We may suspend or terminate your access to the Service at any time, for any reason or no reason, with or without notice. You may stop using the Service at any time. Provisions that by their nature should survive termination (including Sections 3, 4, 8, 9, 11, 12, 13, 15, 16, and 17) will survive.

15. Modifications to Terms and Service

We may modify these Terms or the Service at any time. If we make material changes, we will provide notice (for example, by posting an updated version on the Service or by email). Your continued use after the changes become effective constitutes your acceptance of the modified Terms. If you do not agree, you must stop using the Service.

16. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Delaware, without regard to its conflict of laws principles.

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service will be brought exclusively in the state or federal courts located in the State of Delaware, and you and the Company each consent to the personal jurisdiction of such courts and waive any objection to venue in such courts on the basis of inconvenient forum or otherwise.

You and the Company each waive any right to a trial by jury in any action arising out of or relating to these Terms or the Service, to the maximum extent permitted by law.

The foregoing does not limit either party's right to seek injunctive or other equitable relief in any court of competent jurisdiction to protect intellectual property rights, confidential information, or to prevent unauthorized access to the Service.

17. Miscellaneous

These Terms, together with our Privacy Policy, constitute the entire agreement between you and us regarding the Service and supersede any prior agreements. If any provision is held unenforceable, the remaining provisions will remain in full force and effect. Our failure to enforce any right or provision is not a waiver. You may not assign these Terms without our written consent; we may assign these Terms freely.

18. Contact

Questions about these Terms? Contact us at:

ProsperaFin

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Janesville, WI 53545

ijoh11269@gmail.com

— *End of Terms of Use* —