

## The Investing Concierge Terms & Conditions

By purchasing the service, you, "The Client", acknowledge acceptance of the Terms and Conditions (T&C) below and retains The Investing Concierge to provide the selected services described in the Terms and Conditions:

**Coaching and Guidance Services.** Our services will focus on one or more specific areas of concern to The Client. You should be aware that other important issues may be taken into consideration when The Investing Concierge provides coaching and guidance as part of a routine tailored to address your specific area(s) of concern. Coaching and guidance services provided by The Investing Concierge under these T&C can typically include general recommendations or individual investment options.

**Investment Advisory Services.** When you don't require a full financial routine, The Investing Concierge can offer specific coaching and guidance to you, The Client.

**Fees.** The fee charged by The Investing Concierge is \$299 for the first 12 months of guidance. After 12 months, you will be offered the option to continue receiving guidance for a monthly payment of \$8. The Investing Concierge notifies clients of the commencement of monthly payments. You can terminate the service at any time. After termination, to restart the service, you will begin a new 12-month period at the prevailing rate at that time.

**Payment Options.** You will pay the fees owed for the financial coaching and investment guidance services provided under these T&C by submitting payment directly with a credit or debit card.

**Other Fee Terms.** Fees charged by The Investing Concierge under these T&C will not be based on the capital gains or the capital appreciation of your account(s). The Investing Concierge offers a Money Back Guarantee. You can request a refund of your \$299 fee up to 5 days from the introductory call by email notification.

Client's Responsibilities & Conflicts of Interest. You will provide The Investing Concierge with the necessary information requested. This includes, but is not limited to, your current financial status, future goals, and attitudes towards risk. The financial coaching and guidance services will be based on your individual financial needs and circumstances disclosed. Because the services will be based on the information you provide, the completeness and accuracy of the information provided are very important. You will provide all requested information and required documents that The Investing Concierge may reasonably request for a complete evaluation and preparation of guidance. The Investing Concierge will not be responsible for verifying the information and documentation provided by you or your outside professionals.

When providing services under these T&C, The Investing Concierge may consult with attorneys, accountants, or other outside professionals. To the extent The Investing Concierge engages such professionals, they will be responsible for the payment of their fees, and you will not be required to reimburse The Investing Concierge. If you engage such professionals, you will be responsible for their fees, and The Investing Concierge will not be required to reimburse you.

By accepting these T&C, you authorize The Investing Concierge to enter into such agreements and make such representations as may be necessary or proper in connection with the performance of its duties under these T&C.

The Client will have the sole responsibility and discretion for determining whether to implement the financial coaching and guidance recommendations. You understand that the services of The Investing Concierge under these T&C do not include the ongoing monitoring and review of your assets or the implementation of any recommendations made by us. Should you choose to implement the financial coaching or guidance recommendations, we recommend that you work closely with your attorney, accountant, financial planner, insurance agent, broker-dealer, and/or investment adviser.



**Non-Exclusive Relationship.** You acknowledge and agree that The Investing Concierge may provide services to other clients and receive fees for such services. The coaching given and the actions taken with respect to such clients and the accounts owned by The Investing Concierge and its associated persons may differ from advice given with respect to you.

**Basis of Advice.** You acknowledge that The Investing Concierge obtains information from a wide variety of publicly available sources. We do not have, nor do we claim to have, sources of inside or private information. The coaching and guidance developed by us are based upon our judgment. We cannot guarantee the results of our coaching and guidance. You can elect unilaterally to follow or ignore completely, or in part, any information, recommendation, or guidance given by or under these T&C.

**Risk.** We cannot guarantee that our services, recommendations, or strategies will be successful. Investments are subject to various market, currency, economic, political, and business risks, and investment recommendations by us will not necessarily be profitable. We cannot guarantee or promise any future performance or return of your investments. You represent that no party has made any guarantee, either oral or written, that your investment objectives will be achieved.

You recognize that the services described in these T&C involve our judgment and views regarding the economy and the securities markets, like all predictions of future events, cannot be guaranteed to be accurate. You represent that no party to these T&C has made any guarantee, either oral or written, that your investment objectives will be achieved. We will not be liable for any action performed or omitted to be performed or for any errors of judgment or mistake in providing you financial coaching and guidance, in the absence of malfeasance, negligence, or violation of applicable law. Nothing in these T&C will constitute a waiver or limitation of any rights which you may have under applicable state or federal law, including without limitation the state and federal securities laws.

**Assignment.** These T&C cannot be assigned or transferred in any manner by any party without the consent of all parties receiving or rendering services under these T&C.

Termination of Financial Coaching and Guidance Services. The financial coaching and guidance services are ongoing. They will terminate upon either party providing written notice of termination to the other party.

**Confidentiality.** Any non-public information about you will be treated as confidential and will not be disclosed to third parties except as required by law or to effectuate the services under these T&C. Any disclosure by us to third parties of non-public information provided by you will be made in accordance with applicable law and our privacy policies as may be amended from time to time.

**Notice.** Any notice or other communication required or permitted to be given pursuant to these T&C will be deemed to have been duly given when delivered by email. All notices or communications to The Client will be sent to the email provided by The Client.

**Applicable Law.** These T&C will be construed under the laws of the state of The Client's primary residence.

**Entire T&C.** These T&C represent the entire understanding between the parties with regard to the matters specified herein. No other terms, covenants, representations, or warranties, express or implied, oral or written, have been made by any party concerning the subject matter of these T&C.

**Validity.** If any part of these T&C is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of these T&C.

**Amendments.** The Investing Concierge will have the right to amend these T&C by modifying or rescinding any of its existing provisions or by adding new provisions.



**Representations.** The Client represents that they are authorized and empowered to enter into these T&C. If these T&C are being agreed upon on behalf of a corporation, partnership, trust, or other business or legal entity, The Client represents that applicable law and governing documents authorize and permit these T&C.

**Limitation Of Liability** The Client understands and agrees that The Investing Concierge and its employees, agents, and representatives shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with their use of their services or reliance on their guidance.

The Client acknowledges that The Investing Concierge is not responsible for any losses incurred as a result of investment decisions made based on their guidance, and agrees to indemnify and hold harmless The Investing Concierge and its employees, agents, and representatives from any claims, damages, or losses arising from such decisions.

The Client understands that The Investing Concierge's liability is limited to the amount paid for their services, and agrees that this limitation of liability shall apply to the fullest extent permitted by law.

Client Conflicts. If these T&C involve The Investing Concierge and related or joint clients (e.g., spouses, life partners), The Investing Concierge's services will be based upon the joint goals communicated by The Client. The Investing Concierge will be permitted to rely upon instructions from either party with respect to the account, unless and until such reliance is revoked in writing. The Investing Concierge will not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between The Clients.

**Electronic Delivery.** The Client authorizes The Investing Concierge to deliver, and The Client agrees to accept, all required regulatory notices and disclosures, as well as all other correspondence via electronic mail. Information and documents provided by The Investing Concierge may include, but are not necessarily limited to updates and offers, account reports, and written communications. The Investing Concierge will have completed all delivery requirements upon forwarding such documents, disclosures, notices, and/or correspondence to The Client's provided email address.

**Disclaimer** The Client understands and acknowledges that The Investing Concierge is a service focused on providing guidance and coaching in investment strategies and portfolio management. The Client recognizes that any information, advice, or recommendations provided by The Investing Concierge are for educational purposes only and do not constitute financial advice. The Investing Concierge does not make any guarantees or promises regarding investment outcomes, and The Client acknowledges that all investment decisions are their own responsibility.

The Client further understands that investing involves risks, including the risk of loss of principal. The value of investments can fluctuate and may be affected by various factors, including market conditions, economic trends, and geopolitical events. The Client acknowledges that past performance is not indicative of future results and that there are no guarantees of investment success.

The Client understands that The Investing Concierge is not a licensed financial advisor or broker-dealer, and its services should not be construed as such. The Client acknowledges that they are solely responsible for conducting their own research and due diligence before making any investment decisions. The Client agrees to consult with a qualified financial advisor or professional before implementing any investment strategies discussed or recommended by The Investing Concierge.