

TERMS OF SERVICE | CapexGPT LLC

Effective Date: January 3, 2026

Document Version: 1

These Terms of Service ("Terms") are a binding legal agreement between you and CapexGPT LLC (doing business as "CapexGPT™," "we," "us," or "our"), located at 30 N Gould St Ste N, Sheridan, WY 82801. These Terms govern your access to and use of our website, applications, AI models, tools, and services that provide CapexGPT™ Capex Reports and related content (collectively, the "Service").

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.

1. Definitions

1.1 "Billing Cycle": Means the recurring monthly or annual period for which you are charged for a Subscription.

1.1A "Service Functionality": Includes current hybrid methodology and all future automated AI capabilities, self-service tools, chatbot interfaces, and technological implementations of the CapexScore™ methodology. References to "the Service" include all such functionality.

1.2 "Capex Report" or "Capex Reports": Means the report(s) generated through the Service providing repair vs. replace recommendations, financial modeling, risk/operational analysis, and related analyses.

1.3 "CapexScore™": Means our proprietary scoring output (e.g., a rating scale) derived from our internal methodology and inputs.

1.4 "Subscription": Means a paid plan that provides access to the Service and an associated report allowance or usage limits, as presented at checkout.

1.5 "Report Allowance": Means the number of Capex Reports included in your Subscription during each Billing Cycle.

1.6 "User Content": Means information, data, files, materials, and inputs you submit to the Service, including equipment details, age/usage estimates, service history, and financial/operational inputs.

1.7 "Aggregated Data": Means de-identified, anonymized, and/or aggregated statistical data derived from the operation and use of the Service and/or User Content that does not identify you, your practice, or any specific individual.

2. Eligibility; Authority; Accounts

2.1 Eligibility: You must be at least 18 years old to use the Service. The Service is intended strictly for business and professional use, not for consumer use.

2.2 Authority: If you use the Service on behalf of an organization (including a dental practice, group practice, or DSO), you represent and warrant that you have full legal authority to bind that organization to these Terms, and "you" includes that organization.

2.3 Account Security: You are responsible for maintaining the confidentiality of your credentials and for all activity under your account. You agree to notify us promptly of any suspected unauthorized access.

3. The Service; Methodology; Outputs; User Responsibility

3.1 Service Description: CapexGPT delivers equipment replacement recommendations through a proprietary methodology combining:

- (a) Standardized data collection processes;
- (b) Proprietary scoring algorithms and benchmarking databases, with underlying methodology developed and refined using AI-augmented analysis;
- (c) Human expert review, validation, and report generation; and
- (d) Delivery of Capex Reports and CapexScore™ outputs.

The Service currently operates using deterministic scoring algorithms. Our methodology is developed and continuously refined using AI-augmented analysis, with human expert review and validation before report delivery. As our technology evolves, we may introduce automated or self-service AI capabilities that reduce or eliminate human review for certain outputs.

3.2 Decision-Support Tool: All outputs—whether generated through current methodology or future automated AI systems—constitute decision-support tools based on User Content, assumptions, proprietary algorithms, benchmarks, and statistical/predictive modeling.

3.3 Estimates and Assumptions: You acknowledge that outputs are theoretical models and estimates that may not reflect all real-world conditions or variables, including manufacturer specifications, site conditions, technician assessments, vendor pricing, supply chain availability, or regulatory requirements.

3.4 Professional Judgment Required: You are solely responsible for verifying outputs against real-world conditions and professional sources before making

maintenance, procurement, replacement, financing, or operational decisions. CapexGPT LLC does not inspect equipment, diagnose conditions, or guarantee outcomes.

3.5 AI Model Limitations and Evolution: The CapexScore™ methodology is developed and refined using large language models (LLMs), statistical algorithms, and machine learning systems ("AI Models"). While your Report is generated using deterministic formulas, the underlying methodology reflects AI-augmented modeling. These AI Models:

(a) May inform methodology that produces outputs not universally applicable to your specific situation;

(b) Are trained on historical data, industry benchmarks, and aggregated user content that may not reflect current market conditions, manufacturer specifications, or regulatory requirements;

(c) Do not inspect physical equipment or validate site-specific conditions;

(d) Require human professional judgment to validate outputs, though future product iterations may offer automated options; and

(e) Will improve in accuracy, automation, and capabilities as we incorporate additional data and technological advancements.

You acknowledge that:

- Current outputs include human review as a quality control measure;
- Future product versions may offer instant, automated AI outputs with optional (not mandatory) human review;
- AI-informed outputs are probabilistic estimates, not guarantees; and
- CapexGPT LLC does not warrant the accuracy, completeness, or suitability of any output (human-reviewed or automated) for your specific use case.

By using the Service, you consent to receive outputs generated through our evolving methodology, whether current or fully automated.

4. Subscriptions; Billing; Auto-Renewal; Cancellation

4.1 Fees: You authorize us and our payment processor to charge your payment method for all fees, taxes, and amounts disclosed at purchase.

4.2 Auto-Renewal: Subscriptions automatically renew at the end of each Billing Cycle unless you cancel before renewal. By purchasing a Subscription, you authorize recurring charges until cancellation.

4.3 Cancellation: You may cancel your Subscription at any time through your account (self-serve) or by contacting us at info@capexgpt.com. Cancellation stops future renewals. Unless required by law, your access to the Service and any remaining Report Allowance will continue only through the end of your then-current paid Billing Cycle. After your Subscription expires, you will lose access to the Service and all reports. However, we may retain copies of reports internally for up to twenty-four (24) months for quality assurance, methodology validation, and audit purposes as described in Section 6.7 and our Privacy Policy.

4.4 No Rollover: Unused Report Allowances do not roll over to future Billing Cycles and have no cash value.

4.5 No Refunds: Fees are non-refundable. We do not provide prorated refunds for partial Billing Cycles, except where required by law or if we terminate your account without cause (Section 14.3).

4.6 Price Changes: We may change Subscription prices by providing notice to you (e.g., by email and/or in-product notice) at least 30 days before the change takes effect. Price changes will take effect at your next renewal (or later if required by law). If you do not agree to a price change, you must cancel before the effective date. Continued use after the effective date constitutes acceptance.

4.7 Taxes: Fees are exclusive of applicable taxes unless stated otherwise. You are responsible for applicable taxes (other than taxes based on our income).

5. Intellectual Property; License; Restrictions

5.1 Our IP: The Service, CapexScore™ methodology, AI models, algorithms, software, workflows, templates, and all related intellectual property rights (including all improvements, derivatives, and modifications thereto) are owned exclusively by CapexGPT LLC or its licensors. This includes all AI models, machine learning systems, statistical algorithms, and benchmarking methodologies developed using User Content or Aggregated Data.

CapexGPT LLC owns all intellectual property in the Service, including:

- Current CapexScore™ methodology and analysis processes;
- All AI models, algorithms, and machine learning systems developed using Aggregated Data;
- Future AI products, chatbots, self-service tools, and automated analysis capabilities derived from the Service;
- All benchmarking databases, proprietary datasets, and industry intelligence; and
- All improvements, derivatives, and modifications to any of the foregoing.

This ownership is perpetual and survives termination of these Terms. You acquire no rights to our AI models, training data, algorithms, or methodology through your use of the Service or submission of User Content.

5.2 License to You: Subject to these Terms and payment of fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service and Capex Reports for your internal business purposes.

5.3 Restrictions (the "Anti-Spy" Clause): You may not:

(a) resell, sublicense, or commercially exploit the Service;

(b) reverse engineer, decompile, or attempt to discover source code, models, or underlying components (except to the extent such restriction is prohibited by law);

(c) scrape, crawl, or use automated means to access the Service or extract data (except as expressly permitted by us in writing);

(d) use the Service or outputs to benchmark, build, train, validate, or improve a competing product or service;

(e) share login credentials or allow unauthorized third parties to access the Service.

5.4 Trademarks: "CapexGPT™" and "CapexScore™" are trademarks of CapexGPT LLC.

5.4A Third-Party AI Technologies: The Service may incorporate third-party AI technologies, APIs, or models (e.g., large language models). "GPT" in "CapexGPT™" is used descriptively to indicate generative AI functionality and does not imply affiliation with, endorsement by, or licensing from OpenAI or any other third party. CapexGPT LLC and its services are independent and not sponsored by, affiliated with, or endorsed by OpenAI, Anthropic, or any AI model provider.

5.5 Enforcement: We may investigate violations and may suspend or terminate accounts, and we may pursue any remedies available at law or equity.

5.6 Product Evolution and Service Continuity: CapexGPT LLC is actively developing the Service toward fully automated AI-powered capabilities. You acknowledge and agree that:

(a) **Service Evolution:** We may introduce new features, modify existing functionality, automate manual processes, or transition from human-reviewed to

AI-generated outputs without requiring your additional consent beyond continued use of the Service.

(b) No Re-Consent Required: Your acceptance of these Terms constitutes advance consent to receive outputs from:

- Current methodology;
- Future automated AI systems;
- Self-service tools and chatbot interfaces;
- Any other technological implementation of our proprietary methodology.

(c) Notification of Material Changes: If we materially change the Service in ways that significantly reduce human oversight or alter core functionality, we will provide notice per Section 16.4. Continued use after such notice constitutes acceptance.

(d) No Downgrade Rights: You are not entitled to continued access to any specific version of the Service, methodology, or level of human review. We may deprecate features, automate processes, or transition to new technology platforms at our sole discretion.

(e) Transition Period: When launching automated capabilities, we may offer hybrid and automated options concurrently during a transition period. After transition, we may discontinue the human-reviewed option at our discretion.

This Section protects our ability to evolve the Service and does not create any obligation to maintain legacy functionality.

6. User Content; Data Rights; Confidentiality; Security

6.1 Ownership: You retain ownership of your User Content.

6.2 License to Process, Improve, and Develop Future Products: You grant CapexGPT LLC a worldwide, non-exclusive, royalty-free, perpetual, irrevocable license to:

(a) Host, process, transmit, store, and use User Content to:

- Provide the current Service;
- Generate outputs through future automated AI systems;
- Comply with legal obligations; and
- Fulfill any other Service-related purpose.

(b) Use User Content (in de-identified, aggregated form, subject to confidentiality protections described in Section 6.5) to:

- Develop, test, validate, and improve scoring algorithms, benchmarks, statistical models, and AI-augmented methodology;
- Build current and future Service functionality, including automated chatbots, self-service analysis tools, and instant scoring systems;
- Create proprietary databases, industry benchmarks, and competitive intelligence products;
- Support product development initiatives that may benefit other customers, be licensed to third parties, or be commercialized as standalone products.

(c) Incorporate insights, patterns, model improvements, and algorithmic enhancements derived from Aggregated Data into:

- Current CapexScore™ methodology;
- Future AI-powered products and services;
- Third-party licensing arrangements; and
- Any derivative works or commercial applications.

You acknowledge and agree that:

- Model improvements, algorithms, benchmarks, and insights derived from Aggregated Data become our proprietary assets;
- These assets may be incorporated into products available to all customers or licensed to third parties;
- You have no right to compensation, attribution, or restriction on our use of such assets;
- This license survives termination and applies to all future product iterations, including fully automated AI systems.

Our use of de-identified, aggregated data for methodology improvement does not mean other customers will see your specific practice data. We maintain confidentiality per Section 6.5 while retaining full rights to use Aggregated Data for model development.

6.3 Aggregated Data (the "Data Moat"): You agree that CapexGPT LLC may create Aggregated Data from User Content. CapexGPT LLC owns all right, title, and interest in Aggregated Data, and may use, reproduce, distribute, display, perform, sell, license, sublicense, and exploit Aggregated Data for any lawful purpose whatsoever (including improving methodology, creating benchmarks, developing commercial data products, and licensing to third parties), provided it remains anonymized and does not identify you, your practice, or any individual. This right is perpetual, irrevocable, worldwide, and royalty-free, and survives termination of these Terms.

6.3A Aggregation and Anonymization Standards: For purposes of Section 6.3, data is considered "anonymized" if it cannot reasonably identify you, your

practice, or any individual through direct identifiers or through combination with other reasonably available information. CapexGPT LLC determines anonymization methods and standards in its sole and absolute discretion using industry-accepted statistical and technical methods.

Aggregated Data may include cohort-level statistics, group analyses, and comparative metrics (e.g., "practices with 5-10 chairs in Southeast region," "average replacement cycle for Class IV lasers," "median repair costs for digital radiography systems") that describe groups rather than individuals.

You irrevocably waive any claim that such cohort data or group-level statistics are insufficiently anonymized if they include data from fifty (50) or more distinct entities in the cohort or statistical group. You further acknowledge that CapexGPT LLC may create smaller cohorts or more granular analyses if, in its sole judgment using industry-accepted statistical methods, they meet applicable anonymization standards under CCPA, state privacy laws, and FTC guidelines.

6.4 No Patient Data (PHI): You agree strictly NOT to submit Protected Health Information ("PHI") as defined under HIPAA or individually identifiable patient health information to the Service. We do not offer a HIPAA Business Associate Agreement (BAA). The Service is not designed or intended for use with PHI. If you submit PHI, you do so in violation of these Terms and agree to defend, indemnify, and hold us harmless from any resulting liability, costs, regulatory actions, penalties, or claims.

6.5 Confidentiality: We will treat User Content as your confidential information and will not disclose it to any third party except:

- (a) to our service providers, contractors, and agents who need access to perform services for us and who are bound by confidentiality obligations at least as protective as those in these Terms;
- (b) as required by law, regulation, legal process, or governmental request;
- (c) with your written permission; or
- (d) as expressly permitted under Sections 6.2 and 6.3.

This confidentiality obligation does not apply to Aggregated Data or to information that:

- (i) was publicly available prior to disclosure;
- (ii) becomes publicly available through no breach of these Terms;
- (iii) was rightfully in our possession prior to your disclosure; or

(iv) is independently developed by us without reference to your User Content.

6.6 Security: We will maintain reasonable administrative, technical, and physical safeguards designed to protect User Content against unauthorized access, disclosure, alteration, or destruction. You acknowledge that no security measures are perfect or impenetrable and that you are responsible for protecting credentials, using appropriate device and network security, and implementing your own backup and disaster recovery procedures.

6.7 Data Retention; Deletion: We may retain User Content for as long as reasonably necessary to provide the Service, comply with legal obligations, resolve disputes, enforce these Terms, and exercise our rights under Sections 6.2 and 6.3.

Our standard retention schedule is:

(a) Account data and User Content: up to ninety (90) days following account termination, then permanently deleted from production systems;

(b) Capex Reports: up to twenty-four (24) months following account termination for quality assurance, methodology validation, and audit purposes;

(c) Payment records: seven (7) years for tax and regulatory compliance; and

(d) Backup and archival systems: up to ninety (90) days following deletion from production systems.

Upon termination or expiration of your account, we may delete User Content in accordance with our data retention practices, except:

(a) to the extent we are legally required to retain it;

(b) to the extent it has been incorporated into Aggregated Data (which we retain perpetually under Section 6.3);

(c) to the extent insights derived from Aggregated Data have been used to improve our methodology (which we retain perpetually under Section 6.2); or

(d) for backup, archival, audit, or disaster recovery purposes per the schedule above.

You acknowledge that methodology improvements derived from Aggregated Data will persist in our systems indefinitely.

7. Privacy

Our collection and use of personal information is governed by our Privacy Policy, available at capexgpt.com/privacy.

8. Acceptable Use

You agree not to use the Service to:

- (a) violate any law or regulation;
- (b) infringe or misappropriate intellectual property or other rights;
- (c) submit fraudulent, misleading, or unlawful information;
- (d) transmit malware, viruses, or harmful code;
- (e) interfere with, disrupt, or impose unreasonable burdens on the Service or related systems;
- (f) attempt unauthorized access to the Service, related systems, or other users' accounts;
- (g) impersonate any person or entity or falsely state or misrepresent your affiliation; or
- (h) use the Service in any manner that could damage, disable, overburden, or impair CapexGPT LLC's reputation, systems, or business operations.

9. Third-Party Services

The Service may integrate with or reference third-party services, platforms, or content providers (e.g., payment processors, cloud infrastructure providers, data sources). Third-party services are governed by their own terms and policies. We are not responsible for third-party services, their availability, accuracy, security, acts, omissions, or data practices. Your use of third-party services is at your sole risk.

Subprocessor Changes: We may add, remove, or replace third-party service providers (subprocessors) who process User Content on our behalf. We will provide thirty (30) days' advance written notice via email to active subscribers before engaging any new subprocessor that will process User Content. A current list of subprocessors is available at capexgpt.com/subprocessors.

10. Financial, Tax, and Professional Disclaimers

10.1 NOT Professional Advice: The Service and outputs are for informational and decision-support purposes only and do not constitute professional advice of any kind, including but not limited to engineering, safety, equipment inspection, legal, accounting, financial, tax, investment, or other professional advice. You should consult with appropriately licensed professionals before making any decisions based on Service outputs.

10.2 Section 179 & Tax Estimates: Any references to tax savings, deductions, depreciation schedules, or tax strategies (including Section 179 expensing) are general estimates based on statutory assumptions and publicly available information. Tax laws vary by jurisdiction and change frequently. Actual tax treatment depends on your specific facts and circumstances. You are solely responsible for verifying all tax strategies, deductions, and positions with a qualified certified public accountant (CPA) or tax attorney licensed in your jurisdiction.

Examples and Illustrations: Any tax savings calculations, Section 179 deduction estimates, or depreciation schedules shown in Capex Reports are illustrative examples based on general federal tax law assumptions as of the report generation date and may not reflect:

- (a) state or local tax rules;
- (b) recent tax law changes;
- (c) IRS regulatory interpretations;
- (d) your specific tax situation, filing status, or eligibility; or
- (e) phase-out limitations, income thresholds, or other restrictions.

Do not rely on these estimates for tax filing, tax planning, or IRS correspondence without independent verification by a licensed tax professional. CapexGPT LLC is not a tax preparation service and does not provide IRS-compliant tax advice.

10.3 Responsibility for Decisions: You are solely and exclusively responsible for all equipment maintenance, repair, replacement, procurement, financing, vendor selection, capital expenditure, and tax decisions you make. CapexGPT LLC does not inspect, test, or certify equipment condition and does not guarantee any financial, operational, tax, or other outcomes.

10.4 AI Capabilities; Product Evolution; Marketing Statements:

(a) **Current Service State:** The Service currently generates outputs using proprietary scoring algorithms. Our methodology is developed and refined using AI-augmented analysis, and our team validates outputs before delivery.

(b) Future Product Development: We are actively developing fully automated AI capabilities, including:

- Instant CapexScore™ generation without human review;
- Self-service chatbot interfaces for equipment analysis;
- Predictive analytics and proactive replacement alerts;
- Automated benchmarking and portfolio optimization tools.

When these capabilities launch, we will notify subscribers via email and update service descriptions. You may continue using the Service under your existing Subscription, and your use constitutes acceptance of the evolved product unless you cancel per Section 4.3.

(c) No Performance Guarantees: References in marketing materials, documentation, or communications to AI, machine learning, automation, accuracy rates, predictive capabilities, or analytical performance describe the technologies and methodologies used within the Service but do not constitute warranties, guarantees, or binding commitments regarding:

- Specific performance, accuracy, or outcomes;
- Training data composition or exclusivity;
- Validation by licensed professionals;
- Comparison to human expert analysis; or
- Achievement of cost savings, operational improvements, or tax benefits.

(d) Forward-Looking Statements: All statements describing future AI functionality, capabilities under development, or performance improvements are forward-looking and subject to change without notice. Actual product features and performance may differ materially from descriptions.

(e) Methodology Discretion: CapexGPT LLC retains sole discretion to determine:

- When and how to deploy automated vs. human-reviewed analysis;
- Which algorithms and data sources to use;
- How to weight human judgment vs. algorithmic outputs;
- The extent of human oversight for any given output.

You acknowledge that outputs—whether current or fully automated—are decision-support tools requiring your professional judgment, not automated decision-making systems that replace human expertise.

11. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE AND ALL RELATED CONTENT, OUTPUTS, REPORTS, SOFTWARE, AND MATERIALS ARE

PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. CAPEXGPT LLC AND ITS LICENSORS, SUPPLIERS, CONTRACTORS, AND AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO:

(A) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;

(B) WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE;

(C) WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;

(D) WARRANTIES REGARDING THE ACCURACY, RELIABILITY, QUALITY, OR COMPLETENESS OF ANY CONTENT, DATA, OUTPUTS, OR INFORMATION PROVIDED THROUGH THE SERVICE; AND

(E) WARRANTIES THAT DEFECTS OR ERRORS WILL BE CORRECTED.

WE DO NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY SPECIFIC RESULT, INCLUDING COST SAVINGS, OPERATIONAL IMPROVEMENTS, OR TAX BENEFITS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12. Limitation of Liability

12.1 No Indirect Damages: IN NO EVENT WILL CAPEXGPT LLC, ITS AFFILIATES, LICENSORS, SUPPLIERS, CONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, GOODWILL, BUSINESS INTERRUPTION, COST OF SUBSTITUTE SERVICES, EQUIPMENT FAILURE, DOWNTIME, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Liability Cap: CAPEXGPT LLC'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE, INCLUDING BUT NOT LIMITED TO CLAIMS BASED ON CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, NEGLIGENT MISREPRESENTATION,

FRAUDULENT INDUCEMENT, BREACH OF WARRANTY, STRICT LIABILITY, METHODOLOGY ERRORS, INACCURATE OUTPUTS, DATA LOSS, SECURITY BREACHES, OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE GREATER OF:

(A) THE TOTAL AMOUNT YOU PAID TO CAPEXGPT LLC IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR

(B) FIVE HUNDRED DOLLARS (\$500 USD).

THIS LIABILITY CAP IS CUMULATIVE AND NOT PER-INCIDENT. IT APPLIES REGARDLESS OF THE FORM OF ACTION, THE NUMBER OF CLAIMS ASSERTED, AND WILL APPLY EVEN IF CAPEXGPT LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12.3 Jurisdictional Limitations: SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Indemnification

You agree to defend, indemnify, and hold harmless CapexGPT LLC and its affiliates, subsidiaries, officers, directors, employees, contractors, agents, licensors, and suppliers from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising from or related to:

(a) your use or misuse of the Service;

(b) your User Content, including any claims that User Content infringes or misappropriates third-party rights;

(c) your violation of these Terms;

(d) your violation of any law, regulation, or third-party right;

(e) any equipment, financial, tax, or operational decisions you make based on the Service;

(f) any tax positions, deductions, or strategies you adopt based on Service outputs;

(g) your breach of Section 6.4 (submission of PHI);

- (h) any claim by a third party related to your account or use of the Service; or
- (i) your negligence or willful misconduct.

Unlimited Indemnification for PHI: Notwithstanding the foregoing or any limitation of liability in Section 12, your indemnification obligations regarding the submission of Protected Health Information (PHI) in violation of these Terms are unlimited and shall not be subject to the Liability Cap set forth in Section 12.2.

CapexGPT LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with our defense of such claims. This indemnification obligation survives termination of these Terms.

14. Suspension and Termination

14.1 Suspension: We may suspend, limit, or restrict your access to the Service, with or without notice, if:

- (a) we reasonably believe you have violated these Terms;
- (b) payment is overdue or your payment method fails;
- (c) your use poses legal, security, operational, or reputational risk to CapexGPT LLC or other users;
- (d) we are required to do so by law or legal process; or
- (e) we detect unusual activity, suspicious usage patterns, or potential fraud.

14.2 Termination by CapexGPT LLC: We may terminate your access to the Service:

- (a) for cause if you materially breach these Terms (including but not limited to Sections 5.3, 6.4, or 8), if payment is overdue, or if we reasonably believe your use creates legal, security, operational, or reputational risk; or
- (b) without cause, at our sole discretion, upon notice to you.

Notice of termination may be provided via email, in-product notification, or posting within the Service.

14.3 Effect of Termination: Upon termination or expiration, all licenses granted to you immediately terminate, and you must cease all use of the Service. You remain liable for all fees incurred prior to termination.

If we terminate without cause, your sole and exclusive remedy is a prorated refund of prepaid Subscription fees for the unused portion of the then-current Billing Cycle.

If we terminate for cause, or if you terminate your Subscription, you are not entitled to any refund, and any unused Report Allowances or prepaid fees are immediately forfeited.

Sections 5.1 (Our IP), 6.2 (License to Process and Improve), 6.3 (Aggregated Data), 6.3A (Anonymization Standards), 6.7 (Data Retention), 10 (Disclaimers), 11 (Warranty Disclaimer), 12 (Limitation of Liability), 13 (Indemnification), 14.3 (Effect of Termination), 15 (Arbitration/Class Waiver), and 16 (Miscellaneous) survive termination.

You acknowledge that upon termination:

- Methodology improvements derived from Aggregated Data will persist in our systems indefinitely;
- We retain perpetual rights to Aggregated Data per Section 6.3.

15. Governing Law; Mandatory Arbitration; Class Action Waiver

15.1 Governing Law: These Terms and any disputes arising out of or related to these Terms or the Service are governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15.2 MANDATORY ARBITRATION: EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 15.4 AND 15.5, ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICE, YOUR USE OF THE SERVICE, OR YOUR RELATIONSHIP WITH CAPEXGPT LLC (INCLUDING DISPUTES ABOUT THE VALIDITY, SCOPE, ENFORCEABILITY, OR INTERPRETATION OF THESE TERMS OR THIS ARBITRATION AGREEMENT) WILL BE RESOLVED EXCLUSIVELY BY BINDING INDIVIDUAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) UNDER ITS THEN-CURRENT COMMERCIAL ARBITRATION RULES.

THE ARBITRATION SHALL BE CONDUCTED PRIMARILY VIA VIDEO CONFERENCE (VIRTUAL ARBITRATION). IF THE ARBITRATOR DETERMINES A PHYSICAL HEARING IS NECESSARY, THE LOCATION SHALL BE WAKE COUNTY, NORTH CAROLINA, UNLESS OTHERWISE MUTUALLY AGREED BY THE PARTIES.

JUDGMENT ON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

THE PARTIES AGREE THAT THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 ET SEQ.) GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION AND THAT THIS SECTION 15 MEMORIALIZES A TRANSACTION INVOLVING INTERSTATE COMMERCE.

THE ARBITRATOR HAS EXCLUSIVE AUTHORITY TO RESOLVE ALL DISPUTES, INCLUDING BUT NOT LIMITED TO DISPUTES ABOUT THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, OR FORMATION OF THIS ARBITRATION AGREEMENT, AND DISPUTES ABOUT WHETHER A CLAIM IS SUBJECT TO ARBITRATION.

15.3 CLASS ACTION WAIVER: YOU AND CAPEXGPT LLC AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY PURPORTED CLASS, CONSOLIDATED, REPRESENTATIVE, OR COLLECTIVE PROCEEDING.

CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, REPRESENTATIVE ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.

THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.

IF THIS CLASS ACTION WAIVER IS FOUND TO BE UNENFORCEABLE WITH RESPECT TO ANY CLAIM OR REQUEST FOR RELIEF, THEN THAT CLAIM OR REQUEST FOR RELIEF WILL BE SEVERED AND MUST BE BROUGHT IN COURT, AND ANY REMAINING CLAIMS OR REQUESTS FOR RELIEF WILL BE ARBITRATED.

15.4 Small Claims Court: Notwithstanding Section 15.2, either party may bring an individual action in small claims court in a court of competent jurisdiction if the claim qualifies for small claims court jurisdiction and the action remains in that court and proceeds only on an individual (non-class, non-representative) basis.

15.5 Injunctive Relief: Notwithstanding Section 15.2, either party may seek temporary restraining orders, preliminary injunctions, or other equitable or injunctive relief in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of intellectual property rights, confidential information, trade secrets, or to prevent unauthorized access, credential sharing, scraping, data extraction, or misuse of the Service, without waiving the right to arbitration for all other claims. Any such court action does not waive the right to arbitration for the underlying dispute.

15.6 Arbitration Fees and Costs: Payment of all filing, administration, and arbitrator fees will be governed by the AAA's Commercial Arbitration Rules unless otherwise required by applicable law. Each party will bear its own attorneys' fees and costs incurred in connection with the arbitration unless the arbitrator awards attorneys' fees under applicable law or contract, or unless applicable law requires a different allocation.

15.7 30-Day Right to Opt Out: You have the right to opt out of this arbitration agreement by sending written notice of your decision to opt out to info@capexgpt.com within thirty (30) days of first accessing or using the Service or accepting these Terms, whichever occurs first.

Your notice must include your name, email address, account information (if any), and a clear statement that you wish to opt out of the arbitration agreement.

If you opt out, all other terms of this Agreement will continue to apply, but neither you nor CapexGPT LLC will be bound by Section 15.2 (Mandatory Arbitration) or Section 15.3 (Class Action Waiver).

16. Miscellaneous

16.1 Entire Agreement: These Terms, together with our Privacy Policy and any other agreements expressly incorporated by reference, constitute the entire agreement between you and CapexGPT LLC regarding the Service and supersede all prior or contemporaneous agreements, understandings, representations, and warranties, whether written or oral.

16.2 Severability: If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, that provision will be modified to the minimum extent necessary to make it enforceable while preserving its intent, or if it cannot be made enforceable, it will be severed from these Terms. The remaining provisions will remain in full force and effect.

16.3 No Waiver: Our failure to enforce any provision of these Terms or to exercise any right will not constitute a waiver of that provision or right. Any waiver must be in writing and signed by an authorized representative of CapexGPT LLC.

16.4 Updates to Terms: We reserve the right to update, modify, or replace these Terms at any time, in our sole discretion. If we make material changes that negatively affect your rights or obligations, we will provide notice (by email to the address associated with your account and/or through in-product notifications or postings within the Service) at least thirty (30) days before the changes take effect.

Material changes will become effective upon the later of:

- (a) thirty (30) days after notice is provided;
- (b) your next Subscription renewal date; or
- (c) the date you affirmatively accept the updated Terms, unless otherwise required by law.

Non-material changes (including clarifications, formatting changes, or changes that expand your rights or reduce your obligations) may take effect immediately upon posting.

If you do not agree to updated Terms, your sole remedy is to stop using the Service and cancel your Subscription before the effective date of the changes. Continued use of the Service after the effective date constitutes your binding acceptance of the updated Terms.

It is your responsibility to review these Terms periodically.

16.5 Assignment: You may not assign, transfer, delegate, or sublicense these Terms or any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent. Any attempted assignment in violation of this Section will be void.

We may freely assign, transfer, or delegate these Terms and our rights and obligations hereunder, in whole or in part, without restriction or notice, including in connection with a merger, acquisition, corporate reorganization, consolidation, sale of all or substantially all of our assets or equity, or similar transaction.

These Terms bind and inure to the benefit of each party's permitted successors and assigns.

16.6 Force Majeure: Neither party will be liable for any delay or failure to perform any obligation under these Terms due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquakes, floods, fires, epidemics, pandemics, labor disputes, strikes, wars, terrorism, civil unrest, government actions or orders, embargoes, failures or interruptions of internet infrastructure, telecommunications systems, hosting providers, power grids, or third-party service providers. The affected party will use commercially reasonable efforts to mitigate the impact and resume performance as soon as practicable.

16.7 Notices: We may provide notices, disclosures, and communications to you via email to the email address associated with your account, through in-product notifications or banners, or by posting within the Service.

Notices sent via email are deemed given when sent (whether or not received). Notices posted within the Service are deemed given when posted.

You agree that electronic notices satisfy any legal requirement that notices be in writing.

You may provide notices to us at info@capexgpt.com or by U.S. mail to the address in Section 17. Notices to CapexGPT LLC are deemed given when received.

16.8 Survival: The following sections survive termination or expiration of these Terms: Section 5.1 (Our IP), Section 6.2 (License to Process and Improve), Section 6.3 (Aggregated Data), Section 6.3A (Anonymization Standards), Section 6.7 (Data Retention), Section 10 (Disclaimers), Section 11 (Disclaimer of Warranties), Section 12 (Limitation of Liability), Section 13 (Indemnification), Section 14.3 (Effect of Termination), Section 15 (Arbitration/Class Waiver), and Section 16 (Miscellaneous).

16.9 Feedback and Suggestions: If you provide any suggestions, ideas, enhancement requests, feedback, or recommendations concerning the Service ("Feedback"), you grant CapexGPT LLC a perpetual, irrevocable, worldwide, royalty-free, fully sublicensable, transferable license to use, reproduce, modify, distribute, display, perform, and commercialize such Feedback in any manner and for any purpose without restriction, attribution, or compensation to you.

16.10 Independent Contractors: The parties are independent contractors. These Terms do not create any agency, partnership, joint venture, employment, or franchisee relationship.

16.11 Export Compliance: You agree to comply with all applicable U.S. and international export control laws and regulations. You will not use, export, re-export, or transfer the Service in violation of such laws.

16.12 Government Use: If you are a U.S. government entity or using the Service on behalf of the U.S. government, the Service is a "commercial item" as defined at 48 C.F.R. § 2.101, and is licensed in accordance with these Terms.

16.13 Interpretation: Headings are for convenience only and do not affect interpretation. "Including" means "including but not limited to." The singular includes the plural and vice versa. "Or" is not exclusive. References to "days" mean calendar days unless otherwise specified. In the event of any conflict between these Terms and any translation, the English language version controls.

16.14 Communications: By using the Service, you consent to receive communications from us as described in our Privacy Policy, including transactional emails (which you cannot opt out of) and marketing emails (which

you may opt out of via the unsubscribe link). We will honor unsubscribe requests within ten (10) business days.

17. Contact Information

- **Email:** info@capexgpt.com
- **Address:** 30 N Gould St Ste N, Sheridan, WY 82801

CapexGPT LLC 30 N Gould St Ste N, Sheridan, WY 82801 info@capexgpt.com | capexgpt.com

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