#### **Equanimity Wealth - Terms of Service**

#### Effective Date: March 3, 2025

**1. Acceptance of Terms** By accessing and using Equanimity Wealth's services, including our website (equanimity-wealth.com), you acknowledge that you have read, understood, and agree to be bound by these Terms of Service ("Terms"). If you do not agree with any part of these Terms, you must discontinue use of our services immediately. Equanimity Wealth reserves the right to modify these Terms at any time, and continued use constitutes acceptance of the updated Terms.

**2. Services Provided** Equanimity Wealth offers financial planning, investment consulting, and coaching services tailored to individuals, families, and small business owners. We do not provide tax, legal, or accounting advice unless explicitly stated in a written agreement.

#### 3. Client Responsibilities

- You agree to provide accurate and complete information necessary for financial planning.
- You acknowledge that all financial decisions are ultimately your responsibility.
- You understand that past performance does not guarantee future results.
- You agree to use the website and services in compliance with all applicable laws and regulations.

### 4. Fees and Payment

- Fees are outlined in the service agreement and may include a one-time onboarding fee, monthly subscriptions, and/or hourly rates.
- Payment is due as specified in the agreement and may be made via accepted payment methods, including electronic payments.
- Failure to pay may result in suspension or termination of services.

### 5. Cancellations and Refunds

- Clients may cancel services at any time by providing written notice.
- Refunds for pre-paid services may be issued at our discretion and as specified in the agreement.
- Equanimity Wealth reserves the right to discontinue or modify any service at any time without prior notice.

### 6. Confidentiality and Privacy

• Equanimity Wealth respects your privacy and protects personal information in accordance with our Privacy Policy.

- Information shared during financial planning sessions is confidential and will not be disclosed without your consent, except as required by law.
- Unauthorized access, hacking, or data extraction from our website or systems is strictly prohibited.

# 7. Website Use and Security

- Unauthorized use of Equanimity Wealth's website, including but not limited to data extraction, unauthorized system access, or disruption of services, is strictly prohibited.
- Equanimity Wealth reserves the right to monitor website usage and take appropriate legal action in cases of misuse.

## 8. Disclaimer of Warranties

- Equanimity Wealth provides services "as is" without any express or implied warranties, including but not limited to warranties of accuracy, completeness, timeliness, non-infringement, or fitness for a particular purpose.
- We do not guarantee uninterrupted, secure, or error-free access to our website and services.
- Equanimity Wealth is not responsible for any data loss, unauthorized access, or service interruptions beyond our control.

## 9. Limitation of Liability

- Equanimity Wealth shall not be liable for any losses, damages, or expenses arising from financial decisions made based on our guidance.
- We do not guarantee specific financial outcomes or investment returns.
- In no event shall Equanimity Wealth, its affiliates, or employees be liable for any indirect, incidental, special, or consequential damages resulting from the use of our services.

## 10. Termination of Services

- Equanimity Wealth reserves the right to terminate services if a client violates these Terms or engages in behavior that is inappropriate, unethical, or abusive.
- Termination does not relieve you of any outstanding financial obligations.

## 11. Use of Artificial Intelligence (AI) Disclaimer

- Equanimity Wealth does not rely on artificial intelligence (AI) for financial planning, investment decisions, or client recommendations.
- Any AI-based tools, if used, are strictly for administrative or informational purposes and do not constitute financial, legal, or investment advice.
- Equanimity Wealth is not liable for any misunderstandings, inaccuracies, or misinterpretations arising from AI-generated content or tools.

#### 12. Changes to Terms

- Equanimity Wealth may update these Terms at any time, with changes effective upon posting on equanimity-wealth.com.
- Continued use of our services constitutes acceptance of the revised Terms.

**13. Governing Law** These Terms are governed by the laws of the State of California. Any disputes shall be resolved in accordance with the laws and courts of California.

**14. Contact Information** For questions regarding these Terms, please contact us at:

#### **Equanimity Wealth**

Email: michael@equanimity-wealth.com Website: <u>equanimity-wealth.com</u>

By using our services, you acknowledge that you have read, understood, and agree to these Terms of Service.