

PLEASE READ THESE TERMS OF USE CAREFULLY.

By accessing or otherwise using this site, you agree to be bound contractually by these Terms of Use. To review material modifications and their effective dates scroll to the bottom of the page.

Parties.

The parties to these Terms of Use are you, and the owner of this Captivex.com website business, CaptiveX Securities, LLC ("CaptiveX" or "the Firm"). All references to "we", "us", "our", this "website" or this "site" shall be construed to mean this website business and CaptiveX.

Usage and Restrictions.

You may access the public areas of this site for your personal, internal use, provided you adhere to these Terms of Use and our Privacy Policy. You agree not to access this site (or attempt to do so) using any method other than the interface we provide unless explicitly permitted under a separate agreement. Automated access methods, such as scripts or web crawlers, are prohibited. You also agree to follow any guidance outlined in the site's robots.txt file.

You are not permitted to:

- resell, sublicense, transfer, assign, or distribute the site, its services, or its content;
- alter or create derivative works based on the site, its services, or its content; or (iii) "frame" or "mirror" the site, its services, or its content on any other platform or device connected to the internet.

All rights not explicitly granted in these terms remain with us and our licensors.

Modification.

CaptiveX may update these Terms of Use at any time without prior notice by posting the revised version, accessible via the Terms of Use link on the site's homepage. To stay informed, check the bottom of this page periodically for significant updates and their effective dates.

By continuing to use this site after the Firm posts a notice of changes or updated Terms of Use, you agree to accept and be bound by the modifications or new terms.

YOUR CONTINUED USE OF THIS SITE FOLLOWING OUR POSTING OF A MODIFICATION NOTICE OR NEW TERMS OF USE ON THIS SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFICATION OR NEW TERMS OF USE.

Monitoring.

CaptiveX may, at its discretion, monitor your access to and use of this site without prior notice. Your activity may be recorded or logged in accordance with our Privacy Policy, which is accessible via the Privacy Policy link on the site's homepage.

Separate Agreements.

You may purchase financial products, financial services, or access content through this site. CaptiveX reserves the right to require you to accept additional agreements as a condition for using or purchasing aforementioned products, services, or content.

Ownership.

The content on this site is protected by applicable laws, including U.S. copyright law and international treaties. The copyrights and other intellectual property rights in the site's content are owned by us and/or our licensors. Except for the limited rights explicitly granted here, all other rights are reserved.

Disclaimers

Unless specified in a separate written agreement signed by the parties, all services, content, and products available on this site are provided "as is." Neither we nor our licensors make any guarantees or warranties regarding these services, content, or products. To the fullest extent permitted by law, and unless otherwise stated in such agreements, this site and its licensors expressly disclaim all warranties, whether express or implied, including but not limited to implied warranties of merchantability, accuracy, completeness, non-infringement, timeliness, or fitness for a particular purpose.

We do not warrant that this site, its services, or content will:

- Be secure, timely, uninterrupted, or error-free, or function with any specific hardware, software, system, or data;
- Meet your requirements or expectations;
- Be free from viruses or harmful components.

The information provided on this site is for informational purposes only and does not constitute investment, tax, legal, or insurance advice. Nothing on this site should be interpreted as:

- An offer to buy or sell securities, or a solicitation to do so.
- A recommendation regarding any security.

Content, such as videos, articles, or blog posts discussing specific securities, is general in nature, not tailored to individual investment needs, and should not be relied upon without independent verification. Such content may affect market prices of the securities discussed, but investment decisions inherently involve risks that may not be fully disclosed here.

Investing always carries risk. The value of investments can fluctuate, and you may experience gains or losses. While performance data on this site is sourced from entities the Firm consider reliable. The Firm does not guarantee its accuracy or completeness. Verify any such data independently, and make investment decisions based solely on your judgment and unique financial circumstances. Always review a prospectus before investing in any investment product, and consult professional advisors as needed.

Ca[toveX does not independently verify or endorse comments or testimonials posted by others on this site or related social media platforms. If others share "success stories" or favorable outcomes, assume their results are not typical.

Market volatility, trading volume, and system availability may delay account access and trade execution.

All trademarks, service marks, trade names, trade dress, product names, and logos displayed on this site belong to their respective owners. All rights not explicitly granted herein are reserved.

These disclaimers form a crucial part of this agreement. No use or purchase of the offerings on this site is authorized except under these disclaimers. If applicable law does not allow the exclusion of implied warranties, any such warranties are limited to the minimum duration required by law. Note that some jurisdictions may not permit limitations on implied warranties, so certain disclaimers may not apply to you.

Limitation of Liability

Under no circumstances shall this site or its licensors be held liable for any direct, indirect, punitive, special, exemplary, incidental, consequential, or similar damages of any kind. This includes, but is not limited to, loss of data, revenue, profits, use, or any other economic advantage arising from or related to your use of this site, its products, services, or content.

This limitation applies to damages resulting from interruptions, inaccuracies, errors, or omissions of any kind, regardless of their cause, even if this site or its licensors were previously informed of the possibility of such damages.

Links to This Site.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to this site, provided the link does not misrepresent, disparage, or portray us, our products, or services in a false, misleading, or offensive manner. Use of any logos, trademarks, trade names, or other proprietary graphics displayed on this site within the link requires our prior written consent.

Links to Third-Party Websites

CaptiveX does not review or control third-party websites that link to or from this site. The Firm is not responsible for their content and does not guarantee its accuracy or appropriateness. Your use of any third-party site is entirely at your own discretion and risk and may be subject to the terms of use and privacy policies of those sites.

Participation in Advertiser Promotions

You may choose to interact with or participate in promotions offered by advertisers showcasing their products, services, or content on this site. Any such interactions, including communication, payment, or delivery of goods and services, are strictly between you and the advertiser. The Firm is not involved in or responsible for these transactions.

Consumer Rights Information; California Civil Code Section 1789.3.

If this site charges for services, products, content, or information, pricing information will be posted as part of the ordering process for this site. The Firm maintains specific contact information including an e-mail address for notifications of complaints and for inquiries regarding pricing policies in accordance with California Civil Code Section 1789.3. All correspondence should be addressed to our agent for notice at the following address:

Notification of Consumer Rights Complaint or Pricing Inquiry:

CaptiveX Securities, LLC
67 Holly Hill Lane, Suite 308B

Suite 308B

Greenwich, CT 06830

Phone Number: (203) 302-9000

You may contact CaptiveX with complaints and inquiries regarding pricing and we will investigate those matters and respond to the inquiries.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1--916--445--1254.

Arbitration

Except for actions related to protecting intellectual property rights or enforcing an arbitrator's decision, any disputes, controversies, or claims arising from or related to this Agreement, including breaches, will be resolved through arbitration under the rules of the American Arbitration Association ("AAA") in effect at the time. The arbitration will be conducted by a single arbitrator chosen by mutual agreement of the parties, in accordance with AAA rules. Arbitration will take place in the state of Connecticut, USA, and may be conducted by telephone or online. The arbitrator will apply the laws of the state of Connecticut to resolve the dispute. The arbitration will proceed on an individual basis and will not be consolidated with any claims or disputes involving other parties. The arbitrator's decision will be final and binding on both parties and may be entered into any court of competent jurisdiction for enforcement. The enforcement of any award or judgment will be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. If either party initiates a legal action that is contrary to this provision, the other party may recover attorney's fees and costs up to \$1,000.

Jurisdiction and Venue

The courts of the state of Connecticut, USA, and the nearest U.S. District Court in Connecticut shall have exclusive jurisdiction and venue for all legal proceedings that are not subject to arbitration under these Terms of Use.

Controlling Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Connecticut, USA, excluding its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Intended for Use Only Within the United States

This site is intended solely for use within the United States. CaptiveX does not guarantee that this site is suitable for use in other locations. Accessing this site from jurisdictions where its contents are illegal is prohibited. The Firm reserves the right to deny access to individuals residing in countries that do not permit securities trading in U.S. markets or to individuals from countries with a high Anti-Money Laundering (AML) risk score.

Onward Transfer of Personal Information Outside Your Country of Residence

Any personal information collected on this site will be stored and processed on our servers located exclusively in the United States. If you reside outside the United States, you consent to the transfer of your personal information to the United States.

Severability

If any provision of these terms is found to be invalid or unenforceable, it will be modified to the extent necessary to make it valid and enforceable. The invalidity or unenforceability of any provision will not affect the validity of the remaining provisions, which will continue in full force and effect. These terms will be construed and enforced as though the invalid or unenforceable provision had not been included or had been modified as described.

Force Majeure

CaptiveX will not be held liable for any damages resulting from delays or failures in delivery caused by circumstances beyond our reasonable control, and without our fault or negligence. These circumstances may include, but are not limited to, acts of God, civil or military actions, fires, riots, wars, embargoes, internet disruptions, hacker attacks, or communication failures.

Privacy

Please review our Privacy Policy, which also governs your use of this site. The Privacy Policy is always available on the home page of our site for your reference.