

Terms of Service

Last Updated: March 12, 2026

finseeka, Inc., a Vermont corporation (“**finseeka**”) will provide services (“**Services**”) to the customer (“**Customer**”) that has executed an **Order** (defined below) subject to these Terms of Service (the “**Terms**”). Customer and finseeka may be referred to in these Terms individually as a “**Party**” or collectively as the “**Parties**.”

By clicking “Agree” and/or submitting payment, Customer agrees to comply with and be bound by these Terms. These Terms constitute the entire agreement between finseeka and Customer (the “Agreement”). finseeka reserves the right to revise these Terms from time to time, which will be updated at <https://finseeka.com/terms>. Any changes will be effective upon posting the revised version of these Terms. Any questions regarding these terms should be directed to trevor@finseeka.com.

IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THESE TERMS, CUSTOMER MUST NOT USE THE SERVICES.

1. **Access to finseeka Services.** Subject to these Terms, finseeka will provide (and grants to Customer a nonexclusive, nontransferable, limited right and license to use) the applicable Services described in any order executed by and between finseeka and Customer referencing these Terms (an “**Order**”) solely for the benefit of Customer.
 - 1.1. *Account Creation.* To access the Services, Customer and its eligible users must create an account and provide accurate, current information. Customer and its users are responsible for maintaining the confidentiality of their login credentials.
 - 1.2. *Restrictions.* Any and all rights not expressly granted to Customer herein are reserved by finseeka. Customer shall not (a) use the Services or other finseeka materials for any purpose not expressly permitted herein; or (b) copy, modify, customize, rent, lease, loan, sublicense or reverse engineer, decompile, or attempt to extract the source code of the Services or other finseeka materials; (c) use the Services for unlawful activities or to violate any applicable laws or regulations; (d) introduce malware, viruses, or malicious code into the Services; (d) Attempt to disrupt or compromise the Service’s security or integrity; (e) Use bots or automated tools to scrape or interact with the Service; (f) bypass rate limits or usage caps associated with Customer’s purchased plan; or (g) degrade or impair the performance of the Services for others.
 - 1.3. *Support.* Finseeka will provide support for the Services via email (trevor@finseeka.com). While finseeks aims to be responsive and helpful, finseeka does not guarantee any specific response time or resolution window.
 - 1.4. *Personal Information.* By using finseeka’s Services, Customer expressly consents to collecting, using, and sharing its personal information as outlined in the finseeka Privacy Policy (<https://finseeka.com/privacy>). Customer acknowledges that it has read, understood, and agrees to finseeka’s Privacy Policy, including the terms related to data collection, communication, and security.
2. **Account Access**
 - 2.1. *Approved Access.* During the Term (defined below), Customer will provide finseeka with suitable access, credentials, and information to provide the Services generally.
 - 2.2. *Customer Responsibilities.* Customer is solely responsible for (and finseeka has no responsibility to Customer or any third party for): (a) the accuracy, completeness, and legality of any queries submitted to the Services and for evaluating and interpreting any results, analyses, or outputs generated by the Services; (b) any decisions, actions, or omissions taken in reliance on information obtained through the Services, including investment, compliance, regulatory, marketing, or business decisions; (c) ensuring that its use of the Services complies with all applicable laws, regulations, and contractual obligations, including applicable securities laws and data-use restrictions; (d) maintaining the confidentiality and security of account credentials and restricting access to authorized users only; (e) any content, data, or materials uploaded, exported, downloaded, copied, or otherwise used by Customer through the Services; (f) independently verifying information obtained through the Services .
 - 2.3. Customer shall be solely liable for any fines or other penalties imposed relating to any non-compliance with the Agreement or applicable laws.
 - 2.4. *Statistical Data.* Notwithstanding anything to the contrary in the Agreement, finseeka may (and Customer hereby grants to finseeka the right to) de-identify and aggregate any data collected by or through the Services and utilize in perpetuity such aggregated anonymized statistical data for any reasonable business purpose.
3. **Fees and Payments.**

- 3.1. *Payments.* Customer shall pay the fees set forth in an Order for the Services. All regularly scheduled payments due to finseeka are to be made via the payment method provided by Customer upon execution of an Order on a recurring monthly basis until Customer cancels this Agreement. Customer may cancel its Services plan at any time, but cancellation will only take effect at the end of the billing cycle. finseeka does not provide prorated refunds for partial months of Service usage.
 - 3.2. *Late Fees.* Fees shall be deemed overdue if they remain unpaid thirty (30) days after the due date by delivery of payment to the remittance address appearing on such invoice. Any overdue amounts shall be subject to a late charge of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is lower, on such invoice until fully paid.
 - 3.3. *Taxes.* Any amounts due hereunder are exclusive of, and Customer shall be responsible for, all sales taxes, value added taxes, duties, use taxes, withholdings and other governmental assessments, excluding taxes based on the net income of finseeka, unless Customer provides to finseeka a valid tax-exempt certificate.
4. **Term and Termination**
- 4.1. *Term.* The Agreement shall commence on the Order Effective Date set forth in the Order and continue until Customer terminates the Agreement or the Agreement terminates pursuant to Section 4.2.
 - 4.2. *Termination.* Either Party may terminate the Agreement if the other Party is in breach of any material provision of the Agreement (including Customer's failure to pay any invoiced fees) and fails to cure such breach within thirty (30) days of written notice by the non-breaching Party. Either Party may immediately terminate the Agreement upon the occurrence of the following: (i) use by Customer of the Services in a manner that is illegal or fraudulent or in violation of the Agreement; or (ii) the other Party becomes insolvent, files a bankruptcy petition, becomes the subject of an involuntary bankruptcy petition, makes a general assignment for the benefit of creditors, a receiver is appointed for its business, property or assets by a court of competent jurisdiction and such appointment is not dismissed within thirty (30) days, or such Party ceases to conduct business.
 - 4.3. *Effect of Termination.* Upon the termination or expiration of the Agreement, all rights and licenses granted to Customer herein shall terminate, and finseeka shall cease providing the Services. In addition, each Party shall promptly return and deliver to the other or destroy (and, upon the request of the other, certify the destruction of) all Confidential Information (as defined in Section 5) of the other Party in its possession or control, except that finseeka may retain copies of such materials on its systems for archival purposes, including through automated backups in the ordinary course of business; provided that such retained Confidential Information shall continue to be bound by its obligations of confidentiality.
 - 4.4. *Survival.* Upon expiration or termination of the Agreement, Sections 4.3 ("Effect of Termination"), 5 ("Confidential Information"), 8 ("Intellectual Property"), 10 ("Disclaimer of Warranty"), 11 ("Limitations of Liability"), and 12("Miscellaneous") will survive in accordance with their terms.
5. **Confidential Information.** Each Party will be exposed to, have access to, and be engaged in the development of proprietary and confidential information (including all tangible and intangible manifestations), that is either designated by the disclosing Party as confidential, and/or that is known or could reasonably be known by the receiving Party to be confidential in nature, regarding the technology and other business of the other (collectively, "**Confidential Information**"). For example, Confidential Information includes, but is not limited to, business plans, methods and strategies, copyrightable material, product ideas, trade secrets, inventions (whether patentable or not), improvements, sales and marketing plans and customer lists. Notwithstanding the foregoing, Confidential Information does not include any information that (i) is in or enters the public domain, other than as a result of a breach of the Agreement (such as Reputation Data), (ii) is previously rightfully known to the receiving Party, other than as a result of a breach of the Agreement, (iii) is disclosed to the receiving Party by a third party who had the right to furnish such Confidential Information and who was not known by the receiving Party to be bound by obligations of confidentiality, or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The parties agree at all times to keep and hold all Confidential Information in strict confidence and trust. Furthermore, each Party agrees not to use or disclose any Confidential Information of the other to any third party without the prior written consent of the disclosing Party, (i) except as may be necessary to perform each Party's duties under the Agreement for the benefit of the parties, (ii) pursuant to the order or requirement of a court, administrative agency, or other governmental body, or as may be required by any law or regulation (a "**Disclosure Requirement**"), provided that the Party required to make such a disclosure, to the extent able under a Disclosure Requirement, gives reasonable written notice to the other Party to enable it to contest such order, or (iii) on a confidential basis to its and its affiliates' employees, officers, agents, consultants, legal or professional financial advisors who have a need to know the Confidential Information and accept corresponding obligations of confidentiality to those contained in the Agreement.

6. **Resultant Data.** finseeka may collect, analyze, and use performance and operational data derived from or generated from Customer's use of the Services that does not specifically identify Customer or any individual, which data may include usage statistics, analytic data, benchmarking data and data that relates to the performance or functionality of the Services ("Resultant Data") so long as the following are true: (a) to the extent that such Resultant Data contains or is based upon Personal Information of any individual, it must be anonymized, deidentified, and aggregated prior to use, processing, storage, or retention by finseeka as Resultant Data such that deanonymization, reidentification, or disaggregation are impossible, and (b) to the extent that any such Resultant Data is specific to or otherwise pertains to Customer in any way, all identifiers that might identify Customer in any way (or from which a third party might infer Customer's identity) must be permanently and irretrievably removed such that identification of Customer is impossible.
7. **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to finseeka by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), finseeka is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to finseeka on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and finseeka is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although finseeka is not required to use any Feedback.
8. **Intellectual Property.** Each Party shall own its respective Intellectual Property. "Intellectual Property" means, all concepts, inventions (whether or not protected under patent laws), works of authorship, moral rights, mask works, software, trademarks, trade names, trade dress, trade secrets, publicity rights, copyrights, know-how, ideas (whether or not fixed in a tangible medium of expression or protected under trade secret laws). finseeka Intellectual Property includes all Services and any portions thereof (including the design, look and feel of any finseeka templates, format, graphics associated with any Services), all Resultant Data, Feedback, , any works developed by finseeka related to the Services in any manner, and any integration code and any interfaces or other software or technology developed by finseeka.
9. **Representations and Warranties**
 - 9.1. Each Party hereby represents and warrants to the other as follows: (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; and (b) that the execution and performance of the Agreement will not conflict with or violate any provision of any law having applicability to such Party.
 - 9.2. The Parties agree that in the course of providing the Services to Customer pursuant to the Agreement, finseeka may process Personal Information on behalf of Customer. finseeka represents and warrants that its access, collection, storage and disposal of Personal Information shall comply with applicable federal and state laws and regulations. finseeka represents and warrants it does not and will not in the future sell or share Personal Information in violation of applicable laws. finseeka shall implement administrative, physical and technical safeguards for protection of Personal Information that are no less rigorous than acceptable industry practices and shall ensure that all such safeguards comply with applicable data protection and privacy laws and regulations. "Personal Information" refers to "personal information", "personal data" "personally identifiable information," as defined under applicable data protection laws that is accessed or otherwise processed by finseeka during its performance of the Services hereunder.
 - 9.3. Customer hereby represents and warrants that Customer has obtained all necessary consent and/or authorization from end users for finseeka to process the personal information of such individuals for purposes of receiving Services hereunder in accordance with applicable laws, including those regarding transfer of personal information to the United States.
10. **Disclaimer of Warranty.** THE SERVICES ARE PROVIDED HEREUNDER ON AN "AS IS" BASIS. NEITHER FINSEEKA NOR ITS LICENSORS MAKE ANY WARRANTIES WITH RESPECT TO THE SERVICES AND FINSEEKA AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, FREEDOM FROM BUGS, CORRECTNESS, ACCURACY (INCLUDING ANY REPLIES), RELIABILITY, RESULTS ACHIEVED AND THAT THE SERVICE'S FUNCTIONING WILL BE UNINTERRUPTED AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE TRADE.

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT FINSEEKA IS NOT A BROKER-DEALER, INVESTMENT ADVISOR, OR FINANCIAL INSTITUTION. ALL INFORMATION AVAILABLE VIA THE SERVICES IS PUBLIC INFORMATION. FINSEEKA DOES NOT

OFFER OR SELL SECURITIES, PROVIDE INVESTMENT ADVICE, OR FACILITATE SECURITIES TRANSACTIONS. ALL INFORMATION PROVIDED THROUGH THE SERVICE IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS FINANCIAL ADVICE OR MARKETING OF SECURITIES OFFERINGS.

11. **Limitation of Liability.** NEITHER PARTY NOR ANY OF ITS AFFILIATES, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, STOCKHOLDERS, AGENTS, AND EMPLOYEES, SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING DAMAGES DERIVED FROM THE LOSS OF EARNINGS, PROFITS OR GOODWILL OR FROM INCREASED EXPENSES OR COSTS, FORESEEABLE OR UNFORSEEABLE), THAT MAY BE INCURRED OR SUFFERED BY A PARTY OR ANY OTHER PERSON WHETHER UNDER THE LAWS OF CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF FINSEEKA, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, IMPLIED TERM OR CONDITION, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE SUM OF ALL FEES PAID BY CUSTOMER TO FINSEEKA DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THE CLAIM AROSE. THE FOREGOING LIMITATIONS OF LIABILITIES SHALL APPLY REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.
12. **Miscellaneous**
 - 12.1. *Independent Contractor.* The Parties agree that they are independent contractors pursuant to the Agreement. Nothing in the Agreement creates a partnership, employer-employee relationship or a joint venture between the Parties.
 - 12.2. *No Assignment.* The Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither Party may assign the Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party; provided that finseeka may assign the Agreement in connection with the sale, merger, consolidation or other similar transaction involving the transfer of substantially all of the assets or ownership interests to a third party.
 - 12.3. *Notices.* All notices shall be in writing and shall be deemed to be delivered when sent by email to the email address associated with the Customer's account. Customer is responsible for maintain a current and accurate email address in its account. Notices to finseeka must be sent to: trevor@mapleridotech.com.
 - 12.4. *Entire Agreement.* The Order, together with these Terms, constitutes the entire agreement between Customer and finseeka relating to the Services. The Agreement supersedes all prior or contemporaneous agreements between the Parties concerning the subject matter of the Agreement.
 - 12.5. *Press Releases.* Neither Party shall issue any press release or announcement, use any of the other Party's name or trademarks in promotional activity, or otherwise publicly announce or comment on the Agreement without other Party's prior written consent.
 - 12.6. *Modifications.* No modification, amendment, supplement to, or waiver of the Agreement hereunder shall be binding upon the parties unless made in writing and duly signed by both Parties.
 - 12.7. *Non-Waiver of Breach.* No breach of any provision of the Agreement can be waived unless such waiver is in writing and signed by the waiving Party. Waiver by a Party or performance of any provision of the Agreement shall not invalidate the Agreement, nor shall it be deemed to be a waiver by such Party of any other provision.
 - 12.8. *Severability.* If any portion of the Agreement is held to be invalid, illegal or unenforceable, that portion shall be severed from the Agreement, and the remaining provisions of the Agreement shall remain in full force and effect and shall be enforced to the extent permitted by law consistent with the intent of the parties.
 - 12.9. *Governing Law.* The Agreement is governed by and shall be construed and governed according to the laws of the State of Vermont without regard to conflicts of laws provisions or principles. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Vermont with respect to any matter arising hereunder or related hereto.
 - 12.10. *Force Majeure.* Neither Party shall be liable to the other for any delay or failure to take any action required hereunder (except for payment of funds) if and to the extent such delay or failure is due to any cause beyond the reasonable control of such Party, as the case may be, including, but not limited to, terrorism, war, natural disaster, unavailability or shortages of labor, or equipment, failure or delays in the delivery of vendors and suppliers, power failure or internet disruption.
 - 12.11. *Headings.* The headings contained in the Agreement are included for convenience only and shall be given no effect in the construction or interpretation of the Agreement.