Terms of Service

Effective: August 25, 2026
Owner: Adam Blumberg (CCO) + Nick Rygiel (CTO/CISO)

Contents

Terms of Service

Classification: Public. Served at protocolwealthllc.com/tos.

Protocol Wealth, LLC

Effective / Last Revised: August 25, 2026

This document is identified by its effective date, not a sequential version number. Last updated August 25, 2026; change reference v2.4 — see §20 Version History below for the dated revision log.

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1. Acceptance of Terms

By accessing or using the Protocol Wealth website, advisor portal, client portal, research platform, or any other digital service we operate (collectively, the "Services"), you agree to be bound by these Terms of Service ("Terms") and all applicable laws and regulations. If you do not agree with any of these Terms, you are prohibited from using or accessing the Services.

These Terms apply to our main website (protocolwealthllc.com), the advisor portal (pwos.app), the client portal (pwportal.app), the PW Nexus research API and MCP server (nexusmcp.site), and any other Protocol Wealth digital property that links to this document.

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2. Definitions

For purposes of these Terms:

- **"Client"** means an individual or entity that has executed a written Investment Advisory Agreement with Protocol Wealth, LLC.
- **"Prospect"** means any registered user of a Protocol Wealth digital property who has not executed an Investment Advisory Agreement.
- **"User"** means any person who accesses or uses any Protocol Wealth digital property, whether or not they are registered, a Prospect, or a Client.
- **"Advisory Services"** means the personalized investment advisory services provided by Protocol Wealth exclusively under a signed Investment Advisory Agreement, as described in our Form ADV Part 2A.

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3. Advisory Relationship

An investment advisory relationship with Protocol Wealth is established only upon execution of a written Investment Advisory Agreement. Use of this website or our Services does not create an advisory relationship.

All Advisory Services are provided in accordance with the terms set forth in the executed Investment Advisory Agreement, our Form ADV Part 2A brochure, and our Form CRS. Where these Terms conflict with your Investment Advisory Agreement, **the Investment Advisory Agreement controls** with respect to the advisory relationship.

These Terms govern your use of the Services — the platform, websites, and tools through which Advisory Services are delivered. They do not themselves create, modify, or limit the advisory relationship.

Users who have not executed an Investment Advisory Agreement are not Clients and are not entitled to the protections of the advisory relationship, including fiduciary duties.

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4. AI-Assisted Services and Co-Intelligence Framework

This section describes how we use artificial intelligence in connection with the Services, consistent with our Privacy Policy and Form ADV Part 2A.

4.1 Co-Intelligence Framework

Protocol Wealth uses a co-intelligence framework that combines human adviser expertise with AI tools. AI serves as a supportive resource under human oversight, not as an autonomous decision-maker. Every material AI-assisted output is reviewed by a registered investment adviser representative before it reaches you or influences a recommendation made on your behalf.

AI and human advisers each serve as guardrails on the other:

- AI provides 24/7 monitoring, consistency checks, and tireless repetitive analysis
- Human advisers provide fiduciary judgment, contextual understanding, and the duty of care that is legally and ethically theirs to bear

Neither operates alone on matters material to your account.

4.2 AI Service Providers

Our primary AI provider is **Anthropic, PBC**, engaged under a Zero Data Retention agreement (Claude API, US-only inference, enforced at the firm workspace level). Our data is contractually excluded from any use in training or improving AI models.

A further provider, **xAI Corp. (Grok)**, is engaged today **only for automated source-code review**, which processes our own code and no client data. An advisor-chat capability using Grok is built and provisioned but **not enabled**; no client advisory content reaches xAI today. Zero data retention is contracted at the team level and asserted by xAI on every response; our systems verify that assertion on each call and reject any response that does not carry it. Inference is pinned to a U.S. region by a fail-closed allowlist. xAI publishes that it is SOC 2 Type 2 compliant and states that it never trains on API inputs or outputs without explicit permission; we have not yet obtained its audit report for our vendor file.

Two further AI providers operate in narrower, firm-internal roles, behind the same brokering, PII redaction, and egress controls we apply to our Claude traffic:

- **Google LLC (Gemini API)** — advisor-facing image and graphics generation, and automated source-code-review scans. Paid tier: no model training on our data, no human review; approximately 72-hour abuse-monitoring retention; US-based processing.
- **OpenAI** — voice transcription via the Whisper API for advisor-initiated dictation, and automated source-code review via the OpenAI API (Codex). No model training on our data. The source-code-review path processes our own source code, not client data.

We do not currently operate self-hosted AI models; should external ZDR conditions change, we reserve the ability to deploy self-hosted alternatives and will update this policy before doing so.

See our Privacy Policy for further detail on our AI data handling.

4.3 What AI Does Not Do

- AI does not make final investment decisions on your behalf without human adviser review
- AI does not override your adviser's fiduciary duty
- AI does not determine your fees, account access, or legal rights under your advisory agreement
- AI-generated content that includes client information is not sold, syndicated, or shared with third parties for purposes unrelated to serving you

4.4 Accuracy and Limitations of AI

AI systems can produce inaccurate or incomplete outputs ("hallucinations"). We take steps to manage this:

- We verify AI-generated facts against authoritative sources (custodial records, regulated market data, our internal database) before relying on them
- Human adviser review is required before AI outputs become part of a deliverable or recommendation you receive
- We maintain audit trails of AI-assisted work so that errors can be identified and corrected

These steps reduce but do not eliminate the risk of AI-originated errors. Our obligation is to apply reasonable care in reviewing AI outputs, not to guarantee their accuracy. If you believe an AI-assisted output contains an error, contact your adviser.

4.5 Acceptable Use of AI Features

When using AI-related features of our Services, you agree not to:

- Attempt to extract training data, weights, or other proprietary information from underlying AI models

- Submit prompts designed to bypass safety controls or elicit restricted outputs
- Use AI-assisted features to generate content that violates applicable law, infringes third-party intellectual property rights, or violates the underlying AI provider's acceptable use policy
- Impersonate other clients, advisers, or Protocol Wealth personnel
- Deliberately submit adversarial or manipulated inputs to distort AI outputs used in your advisory workflow

Violations may result in suspension of AI-assisted features while maintaining your access to non-AI advisory services. Serious or repeated violations may result in termination of your advisory relationship under the terms of your Investment Advisory Agreement.

Clients using the AI assistant in the client portal are also subject to our AI Acceptable Use Policy, which explains in plain language what the assistant will and will not do, how your data is handled, and how to reach a human on your advisory team.

4.6 Your AI-Related Rights

You have the right to:

- **Request an explanation** of the human review that occurred for any AI-assisted output affecting your account
- **Inquire** about what AI tools were involved in any analysis, report, or recommendation you received
- **Opt out** of external AI processing, recognizing that some operational implications may apply (see Privacy Policy)
- **Opt out** of all AI-assisted workflows related to your account, to the extent feasible

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5. Website and Services Use

You agree to use this website and our Services only for lawful purposes and in a manner that does not:

- Infringe upon the rights of others
- Restrict or inhibit anyone else's use of the website or Services
- Attempt to gain unauthorized access to any systems, networks, or other users' accounts
- Probe, scan, or test the vulnerability of our systems without our prior written authorization (security researchers — we welcome coordinated disclosure; contact security@protocolwealthllc.com)
- Transmit any harmful code, viruses, or malicious software
- Submit automated queries, scrape, or otherwise extract data at volumes inconsistent with normal use

You agree that Protocol Wealth may take reasonable measures to detect, prevent, and respond to violations of this section, including temporary or permanent suspension of access.

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6. Accounts and Authentication

6.1 Account Eligibility

To use the client portal and authenticated Services, you must:

- Be at least 18 years old
- Have the legal capacity to enter into a binding contract
- Complete our onboarding process, including identity verification and suitability assessment
- Execute an Investment Advisory Agreement for advisory relationships

6.2 Account Security

You are responsible for:

- Maintaining the confidentiality of your account credentials
- Notifying us promptly of any unauthorized access
- Activity conducted under your credentials

We require multi-factor authentication for access to authenticated Services. We strongly recommend enabling additional security measures offered by your custodian and by connected third-party services.

6.3 Revocation of Access

You may revoke any linked third-party connections (financial institutions via Quiltt's routed providers — MX and Finicity for connectivity, FinGoal for transaction enrichment; on-chain wallet monitoring; API keys) at any time through the client portal or by contacting your adviser.

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7. API and MCP Server Terms

7.1 Scope

These terms apply to all programmatic access to Protocol Wealth systems, including the PW Nexus API (nexusmcp.site), MCP tool invocations, and any endpoints accessed via automated means.

7.2 Authentication and Access Tiers

Access to certain API endpoints and MCP tools requires authentication. You are responsible for maintaining the confidentiality of your credentials, API keys, and access tokens. You must not share credentials or attempt to access resources beyond your authorized tier.

Certain features, including financial account aggregation and linking, are available exclusively to Clients who have executed an Investment Advisory Agreement. Prospects and general Users do not have access to account aggregation features.

Certain analytical outputs — including action-oriented classifications, position sizing, and rebalancing recommendations — are available only to authenticated Clients within the advisory relationship. Public and unauthenticated access returns quality scores and framework metrics without personalized action language.

7.3 Rate Limits and Fair Use

API access is subject to rate limits (currently 100 requests per minute for standard endpoints; 20 requests per minute for AI-powered endpoints). Protocol Wealth reserves the right to throttle, suspend, or terminate access for any user who exceeds rate limits or engages in abusive usage patterns, including automated scraping, systematic data harvesting, denial-of-service behavior, or redistribution of data obtained through the API.

7.4 Data Accuracy and Limitations

Data provided through the API and MCP tools is sourced from third-party providers including MBOUM, Marketstack, Tradier, CoinGecko, DeFiLlama, DeBank, Octav, and FRED, with onchain sanctions and risk screening provided by Scorechain S.A.S. (via QuickNode). Protocol Wealth makes no warranties regarding the accuracy, completeness, timeliness, or reliability of any data returned by these services. Data may be delayed, incomplete, or contain errors.

7.5 No Investment Advice via API or MCP

All data, analysis, scores, signals, model outputs, and other content delivered through the API or MCP tools are for educational and informational purposes only. Nothing provided constitutes a recommendation, solicitation, or offer to buy, sell, or hold any security, cryptocurrency, or financial instrument.

Outputs are generated using publicly available market data and standardized analytical models. They are not tailored to your individual financial situation, investment objectives, or risk tolerance. You should not rely on any output from PW Nexus as the primary basis for any investment decision.

The Protocol Wealth Asset Framework (PWAF), built on the Entropic Macro Framework (EMF) methodology, including the 7-layer durability model, 8-check scoring system, and related analytical methodologies, are systematic frameworks — not predictive models and not investment advice. Framework scores, tiers, and classifications reflect historical and current quantitative metrics only; they do not constitute buy, sell, or hold recommendations for any specific security.

Personalized investment advice is provided only to Clients of Protocol Wealth, LLC under a signed Investment Advisory Agreement, as described in our Form ADV Part 2A.

7.6 Prohibited API Uses

You may not use the API or MCP tools to:

- Provide investment advice to third parties without appropriate licensure

- Represent API outputs as personalized investment recommendations
- Redistribute, resell, or sublicense data obtained through the API without written permission
- Reverse engineer or attempt to extract proprietary models, algorithms, or scoring methodologies
- Use outputs to generate misleading marketing materials or performance claims
- Circumvent authentication, rate limits, or access controls
- Submit client nonpublic personal information through third-party AI platforms or MCP connectors

7.7 Third-Party AI Platform Access

When accessing PW Nexus through a third-party AI assistant (such as Claude, Cursor, or similar MCP-compatible platforms), your queries and our responses are transmitted through that platform's infrastructure. Protocol Wealth does not control how third-party platforms process, cache, or retain data transmitted through their systems. Users accessing PW Nexus through third-party platforms should review that platform's privacy policy and terms of service.

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8. Security Commitments

Protocol Wealth maintains a layered security architecture designed to protect client information at rest, in transit, and during processing. Details are described in our Privacy Policy and Security Posture document. Key commitments:

- **Encryption.** Data is encrypted in transit (TLS 1.2 or higher) and at rest (AES-256 or equivalent).
- **Tenant isolation.** Client data is isolated at the database engine level through row-level security policies.
- **Identity and access management.** Production infrastructure is accessed via short-lived credentials. Administrative operations require hardware-backed authentication.
- **Audit logging.** Material account activities produce audit trail entries, with personally identifying information redacted before audit log storage and preserved in a separately controlled manifest accessible only through a compliance-gated workflow.
- **AI data handling.** External AI services operate under contractual restrictions on data retention, training use, and inference geography (see §4 above and Privacy Policy).
- **Vendor oversight.** We conduct security due diligence before engaging service providers and periodically thereafter.
- **Incident response.** In the event of a data security incident affecting your information, we will notify you in accordance with SEC Regulation S-P and applicable law, typically within 30 days of discovery.

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9. Intellectual Property

9.1 Our Intellectual Property

All content, technology, and materials on our website and Services — including the Entropic Macro Framework (our proprietary investment methodology), the Protocol Wealth Asset Framework, our portfolio scoring systems, our software, documentation, databases, graphics, logos, and trademarks — are the property of Protocol Wealth, LLC (or our licensors) and are protected by United States and international intellectual property laws.

Our trademark (Protocol Wealth) is registered on the Supplemental Register (Serial #99466199).

Unauthorized use of any materials may violate copyright, trademark, or other laws.

9.2 Your Content

You own the content and data you provide to us ("Your Content"). You grant us a limited license to use Your Content solely to provide the Services and deliver advisory services to you under your Investment Advisory Agreement.

9.3 AI-Assisted Deliverables

Deliverables you receive from us that were prepared with AI assistance (reports, Investment Policy Statements, analyses, communications) are provided for your use in the context of our advisory relationship. You may use, reference, and share them with your other advisers (tax, legal, estate planning) consistent with their intended purpose. Commercial redistribution requires our separate written consent.

9.4 Feedback

If you provide feedback, suggestions, or ideas about the Services ("Feedback"), you grant us a non-exclusive, royalty-free license to use the Feedback for any lawful purpose, including improving the Services. You are not obligated to provide Feedback.

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10. Third-Party Services and Platforms

Protocol Wealth digital properties integrate with third-party services. Protocol Wealth is not responsible for the content, privacy practices, or availability of third-party services. Your use of third-party services is governed by their respective terms and policies.

Financial account aggregation and linking services (powered by Quiltt as orchestrator, with MX and Finicity providing financial-institution connectivity and FinGoal providing transaction enrichment through Quiltt's platform) are available exclusively to Clients who have executed an Investment Advisory Agreement with Protocol Wealth. These services are provided solely for the purpose of delivering Advisory Services.

A current list of our service providers is maintained at protocolwealthllc.com/subprocessors.

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11. Disclaimer of Warranties

The website and Services are provided "as is" and "as available." Protocol Wealth makes no representations or warranties regarding:

- The accuracy, completeness, or timeliness of information provided
- Uninterrupted availability of the Services
- Freedom from errors, vulnerabilities, or harmful components
- The fitness of the Services for any particular purpose beyond what is expressly described in your Investment Advisory Agreement

Regarding AI-assisted outputs specifically: AI systems can produce outputs that are inaccurate, incomplete, or misstated. We apply reasonable care in reviewing AI outputs through our co-intelligence framework (see §4), but we do not guarantee AI-generated output accuracy. Our obligation is to apply human review before you act on AI-assisted work.

Regarding the advisory relationship: This Section 11 does not modify or limit our fiduciary duties under the Investment Advisers Act of 1940. Those duties are governed by your Investment Advisory Agreement and by applicable law, and nothing in these Terms can reduce them.

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12. Limitation of Liability

To the maximum extent permitted by applicable law, our aggregate liability arising out of or relating to your use of our website and platform Services (excluding advisory services, which are governed by your Investment Advisory Agreement and by applicable law) shall not exceed the amount of platform-related fees you have paid to us in the 12 months preceding the event giving rise to the liability, or $100, whichever is greater.

To the maximum extent permitted by applicable law, Protocol Wealth shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits, lost data, or lost business opportunity, arising out of or related to your use of the Services, even if we have been advised of the possibility of such damages.

Exceptions. Nothing in this section excludes or limits:

- Our fiduciary duty under the Investment Advisers Act of 1940
- Liability for fraud or intentional misconduct
- Liability under federal or state securities laws
- Any other liability that cannot be excluded or limited under applicable law

The Investment Advisory Agreement governs the scope and limits of liability for advisory services. These Terms do not purport to limit those obligations.

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13. Indemnification

You agree to indemnify and hold harmless Protocol Wealth, our officers, directors, employees, and service providers from any claims, damages, losses, or reasonable expenses (including attorneys' fees) arising out of:

- Your violation of these Terms
- Your violation of any applicable law or regulation in connection with your use of the Services
- Your violation of any third party's rights
- Content or data you provide that infringes any third party's rights

This indemnity does not apply to claims arising from our fiduciary duty or from our failure to meet our obligations under these Terms or your Investment Advisory Agreement.

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14. Termination

14.1 Termination by You

You may terminate your use of the Services at any time by contacting your adviser or compliance@protocolwealthllc.com. Termination of platform use does not automatically terminate your advisory relationship, which is governed by your Investment Advisory Agreement.

14.2 Termination by Us

We may terminate or suspend your access to the Services for:

- Material violation of these Terms
- Violation of the acceptable use provisions (§5) or AI acceptable use (§4.5)
- Legal or regulatory requirement
- Termination of your Investment Advisory Agreement
- Our discontinuation of the platform or specific Services

Where practicable, we will provide advance notice of termination. In cases of serious violation or urgent legal requirement, we may terminate immediately.

14.3 Effect of Termination

Upon termination:

- Your access to the platform and Services ends
- Your Content is returned or preserved per our Privacy Policy retention schedule
- Provisions that by their nature survive termination (intellectual property, limitation of liability, indemnification, dispute resolution) remain in effect

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15. Dispute Resolution

15.1 Informal Resolution

Before initiating any formal dispute process, you agree to contact us at compliance@protocolwealthllc.com with a description of the dispute and requested relief, and to allow us at least 30 days to respond and attempt resolution.

15.2 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Colorado, the location of Protocol Wealth's principal place of business, without regard to conflict-of-laws principles. Nothing in this section limits your rights under federal securities laws or other applicable federal or state law.

15.3 Dispute Resolution — Voluntary Arbitration

If informal resolution under §15.1 does not resolve a dispute, you and Protocol Wealth agree to resolve it by **voluntary binding arbitration administered by the American Arbitration Association (AAA) or JAMS**, under their applicable rules, seated in Colorado. Protocol Wealth is an SEC-registered investment adviser and is **not** a broker-dealer; disputes under these Terms are **not** subject to FINRA arbitration.

This arbitration provision does **not** waive or limit any right you have to pursue remedies under federal or state securities laws, and it does not require you to waive any right that cannot be waived before a dispute arises. Nothing in this section prevents you from seeking relief in the forum those laws designate, or from filing a complaint with the Securities and Exchange Commission, your state securities regulator, or any other appropriate regulatory body.

15.4 Regulator Complaints

Nothing in these Terms prevents you from filing a complaint with the Securities and Exchange Commission, your state securities regulator, FINRA, or any other appropriate regulatory body.

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16. Modifications to These Terms

We may modify these Terms from time to time. When we make changes, we will:

- Update the "Last Updated" date at the top of this document
- For material changes, provide notice by one or more of: email to the primary contact address on file for your account, notice on the advisor portal (pwos.app) or client portal (pwportal.app), or notice on our primary website

- For material changes affecting AI Services (§4) or Security Commitments (§8), always communicate by email to the primary contact address

Your continued use of the Services after the effective date of a change constitutes your acceptance of the updated Terms.

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17. Miscellaneous

17.1 Entire Agreement

These Terms, together with your Investment Advisory Agreement (if any), our Form ADV Part 2A brochure, our Form CRS, our Privacy Policy, our Subprocessors list, our Disclosures page, and any other written agreements we enter with you, constitute the entire agreement regarding your use of the Services. Where these Terms conflict with your Investment Advisory Agreement, the Investment Advisory Agreement controls with respect to the advisory relationship.

17.2 Severability

If any provision of these Terms is found unenforceable, the remaining provisions remain in effect.

17.3 No Waiver

Our failure to enforce any provision of these Terms does not waive our right to enforce it later.

17.4 Assignment

You may not assign your rights or obligations under these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, reorganization, or sale of substantially all of our assets, subject to any advance-notice requirements under applicable law.

Advisory contracts are separate and are not assignable on these terms. These Terms govern your use of our website and platform Services only. Your Investment Advisory Agreement is a separate contract, and nothing in this section permits its assignment. Consistent with Section 205(a)(2) of the Investment Advisers Act of 1940, we will not assign your Investment Advisory Agreement without your consent.

17.5 Force Majeure

Neither party is liable for delays or failures in performance caused by circumstances beyond reasonable control, including natural disasters, war, terrorism, cyberattacks on third-party infrastructure we depend on, or government actions.

17.6 Headings

Section headings are for convenience and do not affect interpretation.

17.7 Language

These Terms are in English. Any translation is provided for convenience only, and the English version controls.

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18. Regulatory Information

Protocol Wealth, LLC is an SEC-registered investment adviser (CRD #335298). Registration with the SEC does not imply a particular level of skill or training. For information about our advisory services, fees, and disciplinary history, please review our Form ADV, Form ADV Part 2A, and Form CRS.

Securities are offered through Finalis Securities LLC, Member FINRA / SIPC. Protocol Wealth LLC is not a registered broker-dealer, and Finalis Securities LLC and Protocol Wealth LLC are separate, unaffiliated entities. Jason Leupold and Nick Rygiel are Registered Representatives of Finalis Securities LLC. Any securities-related activity through Finalis Securities LLC is separate from and in addition to the investment advisory services provided by Protocol Wealth, LLC. Clients will be notified of any material changes to this arrangement.

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19. Contact

For questions about these Terms, to report a violation, or to raise any concern:

Protocol Wealth, LLC Attn: Chief Compliance Officer (Adam Blumberg) 201 Milwaukee St., Suite 200 Denver, CO 80206

- **General / compliance:** compliance@protocolwealthllc.com
- **Privacy:** privacy@protocolwealthllc.com
- **Security:** security@protocolwealthllc.com
- **Phone (main):** 720-383-4550
- **Phone (CCO):** 720-203-9897

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20. Version History

- **v2.4** (effective August 25, 2026) — **§4.2 corrected: xAI named on the AI Services roster ahead of engagement.** §4.2 described one primary provider (Anthropic) and "two additional AI providers … in narrower, firm-internal roles." xAI Corp. (Grok) is engaged as an independent second source-code reviewer — the firm's own code, no client data — and an advisor-chat capability using Grok is built and provisioned but **not enabled**. §4.2 names it in advance of that second engagement and states plainly that no client advisory content reaches it today. **A same-day earlier revision wrongly described xAI as already**

receiving client advisory content; it does not, and that is corrected here. §4.2 now describes two providers on the advisory-content tier and two in narrower firm-internal roles, and states the xAI controls: team-level zero data retention asserted per response and verified by the firm's systems on every call, with any response lacking the assertion rejected; U.S. region pinning by fail-closed allowlist; and no independent third-party security attestation on file. **Notice obligation under §16.** §16 commits the firm to *always communicate by email* to the primary contact address for material changes affecting AI Services (§4). The firm treats enabling a provider that would receive client advisory content as material for this purpose: §16 singles out §4 for mandatory email precisely because the identity and handling terms of AI providers are client-significant. **That email is owed before the advisor-chat surface is enabled, and remains owed in full.** Naming xAI in these Terms ahead of enablement is early transparency and does not discharge it. Adding a code-review provider that processes only the firm's own source code is not itself a material change to AI Services affecting client data. No operative term, client right, or firm obligation is altered by this revision; §15.2 governing law (Colorado) and §15.3 arbitration are unchanged. Re-aligned to Privacy Policy v3.11 and Subprocessors Inventory v1.14.

- **v2.3** (effective August 13, 2026) — **AI-provider reconciliation, aggregation-roster correction, and an Advisers Act assignment carve-out.** (1) **§4.2 now names all three AI providers.** It previously named only Anthropic, while the Privacy Policy and Form ADV Part 2A Item 8.B each named three. Added **Google LLC (Gemini API)** — advisor-facing graphics generation and automated source-code-review scans, paid tier, no training, no human review, ~72-hour abuse-monitoring retention, US-based — and **OpenAI** — Whisper voice-memo transcription and OpenAI API (Codex) source-code review, no training, code-review path processes the firm's own source code and not client data. Anthropic remains the primary provider under Zero Data Retention with US-only inference. This closes a live-versus-disclosed mismatch of the same class the Privacy Policy addressed in v3.4. (2) **Aggregation roster corrected in §6.3 and §10.** Both sections named **Akoya LLC** as a routed provider; Akoya has never been engaged and processes no client data. The roster now reads **MX and Finicity for financial-institution connectivity, FinGoal for transaction enrichment**, matching Subprocessors v1.12 and the live Quiltt configuration. (3) **§15.4 corrected.** The regulator-complaint provision referred to "FINRA (regarding any **affiliated** broker-dealer activity)." Protocol Wealth has no affiliated broker-dealer, and §15.3 of these same Terms states the firm is not a broker-dealer. The parenthetical is removed; the client's right to complain to FINRA is preserved and does not depend on an affiliation that does not exist. (4) **§17.4 assignment carve-out added.** The assignment clause permitted assignment on merger, acquisition, reorganization, or sale of assets with no advisory carve-out. Added an express statement that these Terms govern website and platform Services only, that the Investment Advisory Agreement is a separate contract not assignable under this section, and that consistent with **Section 205(a)(2) of the Investment Advisers Act of 1940** the firm will not assign an advisory contract without client consent. **§15.2 governing law (Colorado) and §15.3 (voluntary AAA/JAMS arbitration) are unchanged and were already correct.** Re-aligned to Privacy Policy v3.9 and Subprocessors Inventory v1.12.

- **v2.2** (effective July 2, 2026) — **Governing-law harmonization + AI Acceptable Use Policy cross-link.** Harmonized the client-facing dispute-resolution terms with the Client Advisory Agreement: §15.2 governing law changed from Delaware to **Colorado** (Protocol Wealth's principal place of business), and §15.3 changed from Delaware-courts to **voluntary binding arbitration administered by the AAA or JAMS, seated in Colorado**, with a federal/state securities-law carve-out and no pre-dispute waiver of any right that cannot be waived; Protocol Wealth is not a broker-dealer, so disputes under these Terms are not subject to FINRA arbitration. Retained §15.4 (regulator-complaint preservation). Added a cross-link to the client-portal AI Acceptable Use Policy in §4.5. Note: this changes only the client-facing governing law and dispute forum; Protocol Wealth, LLC remains a Delaware limited liability company for entity and internal-affairs purposes, which these Terms do not address. Re-aligned to Privacy Policy v3.7.
- **v2.1** (effective June 11, 2026; drafted June 3, 2026) — Currency reconciliation. Removed the onchain statement service (onchainstatement.com — service being wound down; anonymous educational role moves to nexusmcp.site) and the research platform (pwinsights.com — now redirects to protocolwealthllc.com) from covered properties. Updated the §7.4 API data-source roster: removed Financial Modeling Prep (decommissioned estate-wide 2026-05-29), added Marketstack and Octav, and named Scorechain S.A.S. (via QuickNode) for onchain sanctions/risk screening. Added Finicity (a Mastercard company) and Akoya LLC to the Quiltt-routed account-connectivity providers in §6.3 and §10. Re-aligned to Privacy Policy v3.4 and Subprocessors inventory v1.4.
- **v2.0** (May 3, 2026) — Expanded rewrite reflecting co-intelligence framework, Anthropic Zero Data Retention agreement, updated service providers (Quiltt + MX + FinGoal; no Plaid), Google Cloud Platform infrastructure, Cloud SQL tenant isolation, enhanced security commitments, AI-specific acceptable use and user rights, explicit no-mandatory-arbitration position, Delaware governing law. Aligned with Form ADV Part 2A and published Privacy Policy v3.2.
- **v1.0** (April 5, 2026 — previously numbered v3 in internal changelog) — Prior Terms of Service. Superseded in full by v2.0.

Protocol Wealth, LLC | SEC-Registered Investment Adviser | CRD #335298

Form ADV | Form ADV Part 2A | Form CRS | Privacy Policy | Subprocessors | Disclosures