

Shaping Wealth Terms of Use

Effective Date/Last Updated: September 25, 2026

These Terms of Use ("Terms") govern your access to and use of the www.shapingwealth.com website, the Compass platform at compass.shapingwealth.com, the Lydia artificial intelligence assistant (wherever accessed, including through Compass or through any authorized partner platform, integration, application programming interface, or embedded experience), and any related applications, integrations, or services (collectively, the "Site" and the "Services"), made available to you by Northcenter Ventures, LLC d/b/a Shaping Wealth ("Shaping Wealth," "we," "us," or "our").

By accessing or using the Services, you ("you") agree that you have read and understand these Terms and our Privacy Policy. If you are using the Services on behalf of a firm, company, or other organization, you represent that you have authority to bind that organization to these Terms, and "you" includes that organization. If you do not agree with these Terms or our Privacy Policy, do not access or use the Services.

We may modify these Terms at any time. All changes will be effective immediately upon posting to the Site, and the "Last Updated" date above will be revised. Material changes will be conspicuously posted on the Site or otherwise communicated to you, such as by e-mail or in-product notice. By continuing to use the Services after changes are posted, you agree to those changes.

1. Privacy Policy

We collect certain information about you and about your use of the Services as described in our Privacy Policy, available at www.shapingwealth.com/privacy, which is incorporated into these Terms. The Privacy Policy describes our information collection, use, and sharing practices, including how information you submit to Lydia is processed. If you do not agree to any terms in our Privacy Policy, do not access or use the Services.

2. Eligibility and Accounts

The Services are intended for financial professionals, their firms, and other business users who are at least eighteen (18) years old. When you set up a free Shaping Wealth account, you must provide your name, e-mail address, and company name, and create a password or authenticate through a supported single sign-on provider. You must provide accurate information when setting up an account and keep all account information current.

You are responsible for maintaining the confidentiality of your credentials and account, and you are fully responsible for all uses of your credentials and account, including any unauthorized use. Accounts are personal to the individual user and are not transferable or shareable. You agree to: (a) keep your password confidential and not share it with anyone else; (b) use multi-factor authentication where we make it available; and (c) immediately notify us at hello@shapingwealth.com of any actual or suspected unauthorized use of your credentials or account. You acknowledge and agree that we are authorized to act on instructions received through use of your credentials and account, and that we may, but are not obligated to, suspend access or block any activity made through your account without prior notice if we believe your account is being used by someone other than you, is being used in violation of these Terms, or for any other reason.

If your account is provisioned by your firm or an enterprise customer (an "Organization"), the Organization's administrator may be able to access, manage, monitor, and delete your account

and the information associated with it, and your use of the Services is also subject to the Organization's policies.

3. Free Access, Usage Thresholds, and Lydia Subscriptions

(a) Free Account. Access to Compass and Lydia is available at no charge to users who create a free Shaping Wealth account. Free access to Lydia is subject to usage thresholds, such as limits on the number of Lydia conversations, messages, or other usage within a given period, as determined by Shaping Wealth and displayed in the Services or on our pricing page. We may establish, modify, or discontinue free access, features, and usage thresholds at any time, with notice where required by law.

(b) Lydia Subscriptions. Once you reach the applicable free usage threshold, continued use of Lydia requires a paid subscription. Subscription fees are determined by Shaping Wealth in its sole discretion and are displayed in the Services or on the applicable pricing page or order form at the time of purchase. You will not be charged unless you affirmatively elect to purchase a subscription. If you do not purchase a subscription, your free account will remain active, but your access to Lydia may be limited until your usage resets, if applicable. Compass remains available to free account holders.

(c) Billing and Renewal. Subscriptions automatically renew for successive periods equal to the initial subscription term at the then-current rate unless you cancel before the end of the current term. You may cancel at any time through your account settings or by contacting us, and cancellation will take effect at the end of the then-current billing period, after which your account will revert to free access subject to the applicable usage thresholds. We will provide advance notice of any change in subscription fees, and the change will take effect at the start of the next billing period. You authorize us and our third-party payment processor to charge your designated payment method for all applicable fees and taxes.

(d) Refunds. Except as required by law, all fees are non-refundable, and we do not provide refunds or credits for partial billing periods or unused usage.

(e) Enterprise and Partner Access. If you access the Services through an enterprise, reseller, or partner agreement, the usage limits and payment terms of that agreement govern.

4. Content

The Services, including their text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, models, prompts, data, trademarks, logos, slogans, documentation, behavioral finance frameworks, coaching curricula, knowledge base materials, and other components and content, and the design, selection, and arrangement of content, and all intellectual property rights in the foregoing (collectively, the "Content") are exclusively the property of Shaping Wealth or, as applicable, its vendors or licensors. Content does not include your Inputs (defined below). Except for the rights expressly granted to you in these Terms, Shaping Wealth reserves all other rights in and to the Services and Content, including all intellectual property rights.

5. License

Subject to your compliance with these Terms, Shaping Wealth grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Services and Content for your personal or internal professional use in the United States, subject to these Terms and all applicable laws. You may only use the Services and the Content for the intended purposes for which they are made available to you by Shaping Wealth. Except as expressly

permitted in Section 6 with respect to Outputs, you are prohibited from copying, distributing, or reproducing any Content for any reason.

6. Lydia AI Assistant

Lydia is Shaping Wealth's behavioral intelligence artificial intelligence ("AI") assistant for financial professionals, made available through the Compass platform at compass.shapingwealth.com and through authorized partner platforms, integrations, and embedded experiences (each, a "Partner Integration"). The following additional terms apply to your use of Lydia and any other AI-enabled features of the Services (collectively, "AI Features"), regardless of how or where you access them.

(a) Nature of Lydia. Lydia is a behavioral coaching and educational tool. Lydia is designed to help financial professionals improve client conversations, navigate client life transitions, and apply behavioral finance principles in their practice. Lydia does not provide investment advice, portfolio or securities recommendations, tax, legal, or accounting guidance, or financial projections of any kind, and Lydia is not a substitute for your professional judgment. You remain solely responsible for all advice, recommendations, and communications you provide to your clients.

(b) You Are Interacting with AI. Lydia is an automated AI system, not a human. Responses are generated by AI, including large language models provided by third-party model providers, combined with Shaping Wealth's proprietary content and behavioral finance frameworks.

(c) Inputs and Outputs. You may provide prompts, questions, text, files, and other materials to Lydia ("Inputs") and receive responses generated by Lydia ("Outputs"). As between you and Shaping Wealth, you retain all rights you have in your Inputs. Subject to your compliance with these Terms, you may use Outputs for your internal professional purposes, including in your work with your clients, provided that you comply with Section 6(d) and applicable law. Shaping Wealth retains all rights in the Content, including any Shaping Wealth frameworks, curricula, or materials reflected in Outputs. Due to the nature of AI, Outputs may not be unique, and other users may receive similar Outputs; your rights do not extend to other users' Outputs.

(d) Accuracy and Human Review. AI-generated Outputs are probabilistic and may be inaccurate, incomplete, outdated, biased, or misleading, and may not reflect current laws, regulations, or market conditions, even when they appear authoritative. You must evaluate each Output for accuracy and appropriateness, and apply your own professional judgment, before relying on it or sharing it with any client or third party. You should not rely on factual assertions in Outputs without independently verifying them. Shaping Wealth makes no warranty as to the accuracy, completeness, reliability, or fitness for purpose of any Output.

(e) No Automated Decision-Making. You will not use Lydia or any Output as the sole basis for any decision that produces legal or similarly significant effects for any individual, including decisions regarding the suitability of investments, eligibility for financial products or services, credit, insurance, or employment.

(f) Client Information. Lydia is designed to operate without client personally identifiable information. Unless expressly permitted in a separately executed agreement with Shaping Wealth, you agree not to submit to Lydia any client Social Security numbers, taxpayer identification numbers, account numbers, government identification numbers, credentials, account statements, portfolio holdings, or other nonpublic personal information (as defined under the Gramm-Leach-Bliley Act and Regulation S-P) or sensitive personal information about your clients or any other individual ("Restricted Information"). You are solely responsible for ensuring that you have all rights, consents, and notices required under applicable law and your

firm's policies to submit any Inputs, and for any Restricted Information you submit in violation of this Section.

(g) How Inputs Are Used. We process Inputs and Outputs to provide, maintain, secure, and support the Services, as further described in our Privacy Policy. We require the third-party AI model providers we use to process Inputs only to provide services to us and not to use your Inputs or Outputs to train or improve their general-purpose models. We may use Inputs, Outputs, and usage data in de-identified or aggregated form to operate, evaluate, and improve the Services, including Lydia's quality, safety, and performance. We do not sell your Inputs or Outputs.

(h) Partner Integrations. These Terms apply to your use of Lydia whether you access it through Compass or through a Partner Integration. By accessing Lydia through a Partner Integration, you agree to these Terms, and your use is also subject to the terms of the partner platform and any applicable enterprise or partner agreement. Shaping Wealth is responsible for Lydia, and the partner is responsible for its own platform. When Lydia is accessed through a Partner Integration, Lydia may receive limited contextual data (such as de-identified client profile attributes) to generate relevant coaching content. In the event of a conflict between these Terms and a separately executed enterprise or partner agreement with Shaping Wealth, that agreement governs to the extent of the conflict.

(i) Beta and Preview Features. We may make available AI Features or other functionality identified as "beta," "preview," "pilot," or similar ("Beta Features"). Beta Features are provided for evaluation purposes, may be modified or discontinued at any time, may be subject to additional terms, and are provided "AS IS" without any warranty or support obligation.

(j) Changes to AI Features. AI technology evolves rapidly. We may modify, update, replace, or discontinue the underlying models, providers, and functionality of Lydia and other AI Features at any time, which may change the nature or quality of Outputs.

7. Regulatory Responsibilities of Financial Professionals

Shaping Wealth is not a registered investment adviser, broker-dealer, insurance producer, or tax or legal professional, and the Services are not a recordkeeping, supervisory, archiving, or compliance system. If you are a financial professional or firm, you are solely responsible for ensuring that your use of the Services, including Lydia and any Outputs, complies with all laws, rules, and regulations applicable to you, including, as applicable, the Investment Advisers Act of 1940 and the rules thereunder (including the SEC Marketing Rule and books-and-records requirements), FINRA rules (including rules governing communications with the public, supervision, and recordkeeping), Regulation S-P, state securities and insurance laws, and your firm's written policies and procedures. Before using any Output in a communication with a client or prospective client, you are responsible for reviewing it, obtaining any required approvals, and retaining any required records.

8. Use of Marks

Shaping Wealth owns certain trademarks, names, logos, insignia, or service marks, including SHAPING WEALTH, COMPASS, and LYDIA ("Marks"). You do not have the right to use any Marks except as expressly agreed to in writing by Shaping Wealth. In addition, the Services may contain third-party marks and third-party copyrighted materials, which are the property of their respective owners. Nothing in these Terms grants to you any rights in or to those third-party marks or materials without such third party's consent.

9. Intellectual Property Rights

The Services and Content are protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property belonging to Shaping Wealth or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law.

10. Compliance with Laws

In connection with your access to and use of the Services, you are responsible for complying with all applicable laws, regulations, and rules of all relevant jurisdictions, including all applicable rules regarding online conduct, data privacy and security, and the regulatory obligations described in Section 7.

11. Children's Information

The Services are not directed at children or anyone under the age of eighteen (18) years old, and we do not knowingly collect personal information from them. If you are under eighteen (18) years old, you must immediately stop using the Services.

12. Restrictions on Your Use of the Services

You will not copy, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, decompile, disassemble, or create derivative works of the Services or Content without Shaping Wealth's prior written consent.

You will not use the Services for unlawful, fraudulent, or deceptive purposes.

You will not submit inaccurate, incomplete, or out-of-date information via the Site, commit fraud, or falsify information in connection with your use of the Services.

You will not engage in data mining or similar data gathering or extraction activities from the Services. You will not use the Services to harvest e-mail addresses, names, or other information of the users of the Services or to spam other users of the Services.

You will not access, use, or copy any portion of the Services or Content through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms, except through interfaces or integrations we expressly authorize.

You will not use the Services, Content, or Outputs to develop, train, fine-tune, or improve any artificial intelligence or machine learning model, or to build a product or service that competes with the Services.

You will not attempt to circumvent, disable, or interfere with any safety, security, usage-limit, or content-filtering features of the Services, including through prompt injection, "jailbreaking," or attempts to extract Lydia's system prompts, underlying instructions, model parameters, or proprietary Content.

You will not submit Restricted Information to Lydia except as expressly permitted under Section 6(f).

You will not use the Services to post, transmit, input, upload, or otherwise provide any information or material that contains any viruses, worms, Trojan horses, malware, ransomware, adware, or other harmful computer code that may disable, damage, impair, or otherwise interfere with the Services, the servers used to make the Services available, or any other network, computers, hardware, software, or systems.

You will not engage in activities that aim to render the Services inoperable or to make their use more difficult, including by imposing an unreasonable load on our infrastructure or attempting to probe, scan, or test the vulnerability of the Services without our written authorization.

You may not frame, mirror, or circumvent the navigational structure of any part of the Services.

You may not upload, distribute, transmit, or post anything to or through the Services that: (i) is fraudulent, libelous, obscene, pornographic, indecent, violent, offensive, hate speech, harassing, threatening, defamatory, harms another person, or the like; (ii) invades the privacy of another or includes the confidential or proprietary information of another without authorization; or (iii) is protected by intellectual property rights without the express prior written consent of the owner of such intellectual property rights.

You may not represent Outputs as having been written by a human when they were not, or as independent professional financial, investment, tax, legal, or regulatory advice from Shaping Wealth.

You may not engage in any conduct while using the Services that Shaping Wealth considers inappropriate, unauthorized, or contrary to the intended purpose of the Services.

13. Feedback

If you submit comments, suggestions, ratings of Outputs, or other feedback to us regarding the Services or Content, or any other comments, questions, requests, content, or information that is not personal information ("Feedback"), we may use any Feedback in our discretion, including to improve the Services, without restriction, attribution, or compensation to you.

14. Social Media

Links to Shaping Wealth's social media pages (e.g., Instagram, X, and LinkedIn) are included on the Services ("Social Media Pages"). Because anyone may post or tag on Social Media Pages, posts do not necessarily reflect Shaping Wealth's views. We reserve the right to remove anything from our Social Media Pages, in our sole discretion. We may also take steps to block users who violate these Terms from access to our Social Media Pages. If we follow, like, repost, favorite, or share an individual's content on our Social Media Pages, that is not an endorsement of that third party or any service or company they represent.

15. No Warranty

The Services, Content, and Outputs are provided "as is," "as available," and without any warranty of any kind. To the maximum extent permitted by applicable law, Shaping Wealth expressly disclaims all warranties of any kind with respect to the Services, Content, and Outputs, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, and any warranties arising from statute, course of performance, course of dealing, or usage in trade.

Shaping Wealth makes commercially reasonable efforts to ensure that its Content is accurate and reliable, but neither accuracy nor reliability is guaranteed. Shaping Wealth does not warrant or guarantee the quality, completeness, timeliness, or availability of the Services or Content. Shaping Wealth does not warrant or guarantee that the Services or Content will be uninterrupted or error-free, that any defects in the Services or Content will be corrected, or that the Services or the servers that make the Services available are free of viruses or other harmful conditions or components.

Outputs generated by Lydia or any other AI Feature are not warranted for accuracy, completeness, originality, non-infringement, or fitness for any particular purpose, including use in client-facing advisory contexts. You assume all risk arising from your use of and reliance on Outputs.

Without limiting the generality of the foregoing, we do not warrant or endorse any third-party content, services, or platforms.

16. No Investment or Professional Advice

The Content and Outputs are for informational, educational, and training purposes only. You should not construe any such information or other material as legal, tax, investment, financial, accounting, medical, or other professional advice. Our Services, including Lydia, do not constitute a solicitation, recommendation, endorsement, or offer by us or any third-party service provider to buy or sell any securities or other financial instruments. Lydia is a behavioral coaching tool and does not provide investment advice. No fiduciary, advisory, or professional-client relationship is created between you or your clients and Shaping Wealth by your use of the Services.

17. Limitation of Liability

To the maximum extent permitted by applicable law, in no event will Shaping Wealth or its directors, officers, owners, employees, contractors, representatives, consultants, volunteers, agents, suppliers, attorneys, or licensors (together, "Shaping Wealth Party(ies)") be liable for any direct, indirect, special, incidental, exemplary, punitive, or consequential loss or damage, including loss of profits, revenue, clients, goodwill, or data, arising out of or in connection with the Services, Content, or Outputs, or your access to or use of, or inability to access or use, the Services, Content, or Outputs, including any reliance on Outputs, regardless of the form of action, whether the claim is based in contract, tort (including negligence), strict liability, warranty, or otherwise, and even if a Shaping Wealth Party has express knowledge of the possibility of the loss or damage.

Your sole and exclusive remedy is to stop accessing and using the Services and Content.

Without limiting the foregoing, in no event will the aggregate liability of the Shaping Wealth Parties arising out of or in connection with the Services, Content, or Outputs, or your access to or use of, or inability to access or use, the Services, Content, or Outputs, exceed the greater of (a) the amounts you paid to Shaping Wealth for the Services in the twelve (12) months preceding the event giving rise to the claim or (b) \$100 U.S.D., even if any remedy provided fails of its essential purpose.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above exclusions and limitations may not apply to you.

18. Indemnification

You shall indemnify, defend, and hold harmless the Shaping Wealth Parties from and against all losses, claims, liabilities, demands, complaints, actions, damages, judgments, settlements, fines, penalties, expenses, and costs (including without limitation reasonable attorneys' fees) that arise out of or in connection with (a) your violation of applicable laws or regulations, (b) your misuse of the Services or any Content, (c) your Inputs, including any Restricted Information you submit, (d) your use of or reliance on Outputs, including in communications with or advice to your clients, and (e) your breach

of these Terms. We reserve, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you (subject to your continuing indemnification).

19. Third-Party Services

We use third-party services not maintained or controlled by us, including AI model providers, cloud infrastructure and hosting providers, payment processors, partner platforms, and other technology services, and the Services may link to or integrate with third-party websites and services. Shaping Wealth is not responsible for any third-party services or platforms, and Shaping Wealth does not warrant or endorse any third-party website or any products or services. When you access or connect a third-party site or service, the terms and privacy policy of that third party govern your use of it (and such third party's use of your personal information), not these Terms.

20. Linking to the Services

You are prohibited from linking to the Services on your website or elsewhere without the prior express written consent of Shaping Wealth. If Shaping Wealth grants you a right to link to the Services, certain terms may apply, and Shaping Wealth reserves the right to revoke such consent at any time. You are responsible for any costs incurred by Shaping Wealth in enforcing its rights under this Section.

21. Use in the United States

The Services are intended for use in the United States only. We do not guarantee that the Services will be available or permitted in any location other than the United States. If you choose to access the Services from a location other than the United States, you do so at your own risk and are responsible for compliance with local laws. You may not use or export the Services in violation of U.S. export control or sanctions laws.

The existence of the Services or any Content shall not be construed as Shaping Wealth or the Shaping Wealth Parties offering the Services or Content to persons in jurisdictions where the provision of the Services or Content is prohibited by law.

22. Termination

If you violate applicable laws or these Terms, you are immediately prohibited from further use of the Services or Content, and we may suspend or terminate your access to the Services or Content. Shaping Wealth may suspend or terminate the Services or any Content, in whole or in part, at any time in its sole discretion for any reason. Shaping Wealth shall not be liable to you or anyone else for any damages arising from or related to Shaping Wealth's suspension or termination of your access to the Services or the Content, or in the event Shaping Wealth modifies, discontinues, or restricts the availability of the Services or the Content (in whole or in part). Upon termination, your license to use the Services ends, and we may delete your account data, including Inputs and Outputs, in accordance with our Privacy Policy and data retention practices. You are responsible for exporting any information you wish to keep before termination. Sections 4, 6(c), 6(d), 7, 9, and 12 through 32 survive any termination of these Terms.

23. Unavailability

Without limiting the generality of the previous section, the Services or Content may be unavailable or limited for various reasons, and we shall not be liable to you for any such unavailability, including without limitation (a) hardware, software, server, network, or

telecommunications failures, including outages of third-party AI model or cloud providers; (b) severe weather, war, riot, act of God, fire, earthquake, pandemic, strike, labor shortage, etc.; (c) regulatory restrictions and other acts of government; (d) interruptions due to utility and power companies; and (e) interruptions due to hacking or other malicious intrusion.

24. Cooperation with Law Enforcement

Shaping Wealth will cooperate with law enforcement and regulatory authorities if you are suspected of having violated applicable laws. You waive and hold Shaping Wealth and the Shaping Wealth Parties harmless for any cooperation with, or disclosure of your information to, law enforcement or regulatory authorities relating to your suspected violation of applicable laws.

25. Disputes

These Terms, and your access to and use of the Services, are governed by the laws of the State of Illinois, without regard to its conflict of laws principles. Venue is exclusively in the state or federal courts, as applicable, located in Chicago, Illinois. The parties expressly agree to the exclusive jurisdiction of those courts. Any cause of action or other claim brought by you with respect to the Services or Content must be commenced within one (1) year after the cause of action or claim arises.

26. Terms Applicable to New Jersey Customers

No provision in these Terms shall apply to any consumer in New Jersey if the provision limits remedies for (i) negligence, (ii) products liability claims, (iii) the punitive damages laws, (iv) the New Jersey Uniform Commercial Code, or (v) failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft). The provisions of these Terms concerning the exclusion or limitation of certain damages are not applicable in New Jersey with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property. Shaping Wealth reserves all rights, defenses, and permissible limitations under the laws of New Jersey and under the laws of your state of residence.

27. Assignment

We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you, including in connection with a merger, acquisition, reorganization, or sale of all or substantially all of our assets. You may not assign your rights or delegate your duties under these Terms without our prior written consent. These Terms inure to the benefit of Shaping Wealth's successors and assigns.

28. Entire Agreement

These Terms, the Privacy Policy, and any other terms posted through the Services (if any) are the entire agreement between you and Shaping Wealth with respect to your access to and use of the Services. In the event of a conflict between these Terms and our Privacy Policy with respect to the handling of personal information, our Privacy Policy will control. If you access the Services pursuant to a separately executed enterprise or partner agreement, the terms of that agreement shall also be incorporated herein by reference and shall control in the event of any conflict with these Terms.

29. Waiver

Shaping Wealth's failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Shaping Wealth.

30. Severability

If any provision of these Terms is held invalid, void, or unenforceable, that provision will be enforced to the maximum extent permissible and otherwise severed from the remaining provisions, and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms.

31. Electronic Communications

You consent to receive these Terms and any other documentation, agreements, notices, disclosures, and communications between you and Shaping Wealth electronically, including by e-mail or by posting to the Services, to the extent permissible by law, and you agree that such electronic communications satisfy any legal requirement that they be in writing. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.

32. Contact Us

Please direct any questions and concerns regarding these Terms to us at:

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