

Terms of Use

The Effective Date of these TOU is July 18, 2025

Introduction: The following Terms of Use (“TOU”) describe the terms and conditions applicable to your (“you” or “your”) access and use of the website of EmVision Capital Advisors, LLC (“EmVision”) located at [\[https://emvisioncapital.com\]](https://emvisioncapital.com) (the “Website”). By using the Website, you are accepting and agreeing to these TOU. If you do not agree to these TOU, do not use the Website. We reserve the right to change these TOU at any time without notice; modifications will be included in these TOU. It is your responsibility to check these TOU from time to time for modifications. Continued use of the Website after any modifications of these TOU will constitute acceptance of such modifications. The Website is owned and operated by EmVision an Ohio limited liability company.

EmVision is registered as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. EmVision is a registered investment advisor in the State of Ohio. EmVision and/or any of its investment advisor representatives may only transact business in those states in which it is registered, or qualifies for an exemption or exclusion from registration requirements. Responses to individuals or their inquiries by EmVision or any of its investment advisor representatives that involve either the effecting or attempting to effect the rendering of personalized investment advice for compensation, will not be made unless the advisor is in compliance with registration requirements or an applicable exemption or exclusion exists. This Website does not attempt to effect transactions in securities, or render personalized investment advice for compensation, but is limited to the dissemination of general information about our services.

Ownership and Use of Website: The Website, including without limitation, any information, aggregated data, software, photographs, images, video, audio, graphics, or text on the Website (“Content”), and all patent, copyright, trademark, trade dress, domain name, trade secret, and other proprietary rights therein are the sole property of EmVision and various third-party owners. You agree to abide by all applicable intellectual property laws and any additional restrictions set forth on the Website in relation to the Content. By using the Website, you represent that you are at least 13 years old and are a resident of the United States. If you are under 13 or not a U.S. resident, do not use the Website. We do not intend to market any products or services to children and do not knowingly collect personal information from children under the age of 13 through the Website. Except as specifically permitted herein, you may not store, modify, reproduce, transmit or distribute content from the Website without our prior written consent. We may change or restrict your use of the Website and/or make changes to the products and services described on the Website at

any time without notice. You also agree not to use the Website for any unlawful purpose or in any manner that could damage, disable, overburden or impair any server, or the network(s) connected to any server of EmVision, its affiliates or its service providers, or interfere with any other party's use of the Website. You may not attempt to gain unauthorized access to the Website or any services, other accounts, computer systems or networks connected to any server or to any of the services, through hacking, password mining or any other means. Any and all caching, hypertext linking to the Website or framing of any Content is prohibited without our prior written consent. We reserve the right to disable any unauthorized links or frames. You acknowledge that the Website may contain investment and financial information. You agree that such investment and financial information does not constitute investment, financial or legal advice from us to you. You need to consult with your financial, legal or tax advisor with respect to any investment. You understand that the value of securities will fluctuate.

Limited License; Permitted Uses: You are granted a non-exclusive, non-transferable, revocable license to: (a) access and use the Website and the Content strictly in accordance with this Agreement and any wealth management agreement or other agreement that may be in place between you and EmVision; and (b) use the Website solely for your personal needs.

Registration: Portions of the Website are restricted to users who have registered as a client of EmVision. In entering your registration information, you represent that you are of legal age to form a binding agreement, you will not violate any applicable law in registering on the Website, and all registration information provided by you is true and accurate.

Disclaimer of Warranties: THE WEBSITE AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE OR THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN IS FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. WE DO NOT GUARANTEE THE SUCCESS OF ANY INVESTMENT PURCHASED BY YOU. PAST PERFORMANCE DOES NOT GUARANTEE FUTURE SUCCESS OF ANY INVESTMENT.

Limitation of Liability: YOUR USE OF THE WEBSITE AND THE CONTENT IS AT YOUR OWN RISK. IN NO EVENT SHALL EMVISION OR ANY THIRD-PARTY PROVIDER OR ANY OF THEIR RESPECTIVE AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS

OR LICENSORS BE LIABLE FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE WEBSITE OR THE CONTENT, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY DECISION OR ACTION TAKEN IN RELIANCE UPON ANY OF OUR CONTENT, ANY DELAYS, ERRORS, OMISSIONS OR INTERRUPTIONS IN DELIVERY, NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE OR THE CONTENT, OR FOR ANY TYPES OF DAMAGES OR LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Exclusion of Consequential Damages: IN NO EVENT SHALL EMVISION OR ANY THIRD-PARTY PROVIDER OR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL DAMAGES OR ANY OTHER LOSS OR INJURY CAUSED IN WHOLE OR IN PART IN RELATION TO THE WEBSITE, THE PRODUCTS AND/OR SERVICES OFFERED ON THE WEB-SITE, OR THE CONTENT.

Additional Limitations: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ADDITIONALLY, THE FOREGOING DOES NOT CONSTITUTE A WAIVER OR LIMITATION OF ANY NON-WAIVABLE RIGHTS THAT CLIENT MAY HAVE UNDER THE INVESTMENT ADVISERS ACT OF 1940, OR ANY OTHER LAWS WHERE THE APPLICABILITY OF SUCH LAWS IS NOT PERMITTED TO BE CONTRACTUALLY WAIVED. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THE “LIMITATION OF LIABILITY” AND “EXCLUSION OF CONSEQUENTIAL DAMAGES” SECTIONS MAY NOT APPLY TO YOU. IN THOSE CIRCUMSTANCES, AS WELL AS ANY OTHER WHERE LIABILITY OCCURS, YOU ACKNOWLEDGE THAT THE ENTIRE LIABILITY OF EMVISION AND ITS THIRD-PARTY PROVIDERS UNDER THESE TOU, OR ANY MATTER RELATING TO THESE TOU OR WITH RESPECT TO THE WEBSITE OR THE CONTENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY) SHALL NOT EXCEED \$100 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY AFFILIATED PARTY.

Indemnification: You agree to indemnify and hold harmless EmVision Capital Advisors, LLC and its affiliates, officers, agents, employees, shareholders, directors and licensors from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of your use of the Website or the Content, your violation of these TOU, or your violation of any rights of another party.

Trademarks: Unauthorized use of trademarks, service marks or logos owned by us is strictly prohibited under these TOU, and may also be a violation of federal and state trademark laws.

Copyright: The Website is protected by U.S. copyright laws. Except as expressly provided under “Use of Website” section above, you may not use, reproduce, modify, transmit, distribute or publicly display any part of the Website or the Content without our prior written consent.

We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Website;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. Our Copyright Agent for Notice of claims of copyright infringement on the Website can be reached by directing an e-mail to the Copyright Agent at info@emvisioncapital.com, or by letter sent postage prepaid to EmVision Capital Advisors, LLC, Attention: Copyright Agent, 251 W Garfield Rd # 155, Aurora, OH 44202, United States

Governing Law: These TOU shall be governed in all respects by the laws of **the** State of Ohio, USA, without reference to its choice of law rules. By accessing the Website you understand and agree that all transactions take place in Portage County, Ohio, and agree that the federal and state courts located in Portage County, Ohio, have exclusive jurisdiction over any disputes with us arising from or related to your use of the Website or any of the products, services, or the Content. You irrevocably consent and submit to the exclusive personal jurisdiction of that court, and you irrevocably waive any jurisdictional, venue or inconvenient forum objections to such court.

Statute of Limitations: You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Website, these TOU, or any of the products, services, or Content available through the Website (other than a violation of our intellectual property rights hereunder) must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Third-Party Links: The Website may contain links to third-party websites. We make no representation regarding the content or accuracy of any website that you may access through the Website. We do not monitor and are not responsible for the content found on other websites that are linked from the Website. We do not imply endorsement, recommendation or sponsorship for any linked website or the services, products or advice described on such third-party websites, and we shall have no liability for its content, including its accuracy, subject matter, quality or timeliness, or any personal information that you provide to such websites. USE OF SUCH THIRD-PARTY WEBSITES IS AT YOUR OWN RISK. The views, opinions, statements, offers or other information or content expressed therein are those of the respective author(s) or distributor(s), not of EmVision.

Security: We do not make warranties or representations regarding the security of the Website or the Content. Data sent over the Internet may be intercepted by third parties. If you are concerned about the security of your data, you should not send it over the Internet.

User ID and Password: You may be required to have a user ID and password to access certain areas of the Website. You are responsible for maintaining the confidentiality of your user ID and password and are responsible for all uses of them, regardless of whether the uses were authorized by you. We prohibit the transfer or sharing of user IDs and passwords. You agree to immediately notify us of any unauthorized use of your user ID or password or any other breach of security.

Linking to the Website: You may not link to the Website unless you obtain our written permission, which may be withheld in our sole discretion.

Information and Press Releases: The Website may contain information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

General Practices Regarding Use and Storage: You agree that we have no responsibility or liability for the deletion or failure to store any messages and other communications or other Content. You acknowledge that we reserve the right to log off accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to modify these general practices and limits from time to time.

Termination: You agree that we may, in our discretion, and without prior notice, immediately terminate your Website account, any associated email address, and access to the Website.

No Third-Party Beneficiaries: You agree that, except as otherwise expressly provided in these TOU, there shall be no third-party beneficiaries to these TOU.

Waiver: Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Headings: The section and paragraph headings used in these TOU are inserted for convenience only and will not affect the meaning or interpretation of these TOU.

Violation of TOU: We reserve the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in these TOU and the Privacy Policy (which is incorporated by reference), including, but not limited to, the right to block access from a particular Internet address to the Website.

Entire Agreement; Severability: These TOU, and the Privacy Policy for the Website (the “Privacy Policy”), constitutes the entire agreement between you and us relating to the use of the Website and the Content. Your receipt of investment advisory services is governed by your agreements with EmVision relating to such services and not by these TOU. Should any provision of our TOU be held invalid, unlawful or for any reason unenforceable, then the invalid, unlawful or unenforceable provision shall be severable from the remaining provisions. Such invalid, unlawful or unenforceable provision shall not affect the validity or enforceability of the remaining provisions.

Consent for SMS Communication: By providing your consent to receive SMS communications, you acknowledge and agree to receive text messages from EmVision at the phone number you provide. Information obtained as part of the SMS consent process will not be shared with third parties.

Types of SMS Communications: If you have consented to receive text messages, you may receive SMS communications related to EmVision, your contact inquiries, and meeting details.

Standard Messaging Disclosures: Message and data rates may apply. Standard messaging rates will be charged by your mobile service provider. You can opt-out of receiving SMS messages at any time by texting “STOP” to the number from which you received the message. For assistance, text “HELP” to the number from which you received the message, visit our website at <https://emvisioncapital.com//> or email info@emvisioncapital.com.

Contacting EmVision: If you have Website questions, comments, or concerns, please email info@emvisioncapital.com. Please include detail of your questions, comments or concerns and your complete name and contact information.

PRIVACY POLICY- EMVISION

Information We Collect: In connection with providing investment products, financial advice, or other services, we obtain non-public* personal information about you, including:

- Information we receive from you on account applications or questionnaires, such as your address, date of birth, Social Security Number, occupation, financial goals, assets and income;
- Information about your transactions with us, our affiliates, or others; and
- Information received from credit or service bureaus or other third parties, such as your credit history or employment status.

Categories of Information We Disclose: We may disclose all information that we collect. EmVision and its affiliates do not sell customer lists and will not sell your name to telemarketers.

EmVision does not share, sell, and/or trade SMS consent and phone number for marketing purposes.

Categories of Parties to Whom We Disclose: We will not disclose information regarding you or your account with us, except under the following circumstances:

- To your authorized Investment Advisor Representative and his or her manager; EmVision may permit Investment Advisor Representatives that terminate their affiliation with EmVision to make copies of their client files.
- To establish or maintain an account with a third party, such as a clearing broker/dealer, investment company, or insurance company providing services to you and/or our firm;
- To third parties who perform services on our behalf;
- To your attorney, accountant, trustee or anyone else who represents you in a fiduciary capacity;
- To our attorneys, accountants or auditors; and
- To government entities or other third parties in response to subpoenas or other legal process as required by law or to comply with regulatory inquiries.

How We Use Information: Information may be used among the firm that perform support services for us, such as data processors, technical systems consultants and programmers, or companies that help us market products and services to you for a number of purposes, such as:

- To protect your accounts from unauthorized access or identity theft;
- To process your requests such as securities purchases and sales;
- To establish or maintain an account with an unaffiliated third party, such as a clearing broker-dealer providing services to you and/or EmVision;
- To service your accounts, such as by issuing checks and account statements;
- To comply with Federal, State, and Self-Regulatory Organization requirements; and
- To keep you informed about financial services of interest to you.

Our Security Policy: We restrict access to nonpublic personal information about you to those individuals who need to know that information to provide products or services to you and perform their respective duties. We maintain physical, electronic, and procedural security measures to safeguard confidential client information.

Closed or Inactive Accounts: If you decide to close your account(s) or become an inactive customer, our Privacy Policy will continue to apply to you.

Document Retention: We follow internal retention schedules for various types of information and may dispose of certain documents after the retention period expires. All confidential information that is disposed of under this policy will be redacted, pulverized or shredded so that personal information cannot be read or reconstructed.

Complaint Notification: Please direct complaints to: EmVision Capital Advisors, LLC, 251 W Garfield Rd # 155, Aurora, OH 44202, United States.

Changes to this Privacy Policy: If we make any substantial changes in the way we use or disseminate confidential information, we will notify you. If you have any questions concerning this Privacy Policy, Please write to: EmVision Capital Advisors, LLC, 251 W Garfield Rd # 155, Aurora, OH 44202, United States.

THIS WEBSITE

EmVision Capital Advisors, LLC is a Federally Registered Investment Adviser located in the State of Ohio. Therefore, EmVision or any of its investment advisor representatives may only transact business in Ohio or in those states in which it is registered, or qualifies for an exemption or exclusion from registration requirements. Responses to individuals or their

inquiries by EmVision or any of its Investment Advisor Representatives that involve either the effecting or attempting to effect the rendering of personalized investment advice for compensation, will not be made unless the advisor is in compliance with registration requirements or an applicable exemption or exclusion exists. Finally, this website does not attempt to effect transactions in securities, or render personalized investment advice for compensation, but is limited to the dissemination of general information about our services. We reserve the right to make modifications or amendments to our Privacy Policy from time to time at any time without notice. It is our policy to post any changes we make to our Privacy Policy on this page. The date the Privacy Policy was last revised is identified at the top of the page. You are responsible for periodically visiting our website and this Privacy Policy to check for any changes.

* Non-public personal information means personally identifiable financial information and any list, description or other grouping of consumers that is derived using any personally identifiable financial information that is not publicly available.